



Texas Higher Education
Coordinating Board

REQUEST FOR APPLICATIONS
TEXAS HIGHER EDUCATION COORDINATING BOARD
Professional Development Program
Supporting House Bill 2223
2018-2019

INQUIRY DEADLINE: 5:00 p.m. CT, June 15, 2018

APPLICATION DEADLINE: 5:00 p.m. CT, July 13, 2018

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PROFESSIONAL DEVELOPMENT PROGRAM
SUPPORTING HOUSE BILL 2223

1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Professional Development Program Supporting House Bill 2223

1.2 SYNOPSIS OF PROGRAM

Texas Higher Education Coordinating Board is soliciting proposals from qualified respondents to enter into a contract, in accordance with the requirements contained in this Request for Application (RFA).

The Division for College Readiness and Success (CRS) at the Texas Higher Education Coordinating Board (THECB) supports and coordinates activities and initiatives that focus on the relationship between public and higher education, the success of students in higher education, and the promotion of a college-going, career-ready culture in Texas. The division fosters access, preparation, participation, and completion of a higher education credential of value for all people who reside in Texas.

The purpose of this request for the Professional Development Program Supporting HB 2223 (PD-HB2223) is to award up to three (3) grants to Awardees that provide targeted professional development support to Texas public institutions of higher education in order to develop, scale, and enhance comprehensive strategies and activities to meet the requirements of House Bill 2223 (85th Texas Legislature, Regular Session), which mandates that a certain percentage of the institution's underprepared students be enrolled in corequisite model(s). Such models are designed to accelerate students through milestones towards successful completions and transfers as outlined in the state's higher education strategic plan, *60x30TX*.

THECB encourages applications from eligible institutions and organizations with a wide range of experience with organizing and implementing a variety of professional developmental activities, both in-person and technologically-based, that can support institutions' efforts to meet the requirements of HB 2223. Application must include evidence of experience in delivering professional development activities and other evidence, such as participant evaluations, which help demonstrate the quality and impact of activities provided.

1.3 PROGRAM AUTHORITY

The statutory authority for the College Readiness and Success Models for 60x30TX is found in Texas Education Code, Section 61.0762(a)(5), Programs to Enhance Student Success; Rider 33, Developmental Education (85th Texas Legislature, Regular Session). See Appendix D for complete authority language.

1.4 POINT OF CONTACT

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

Email: cri@theceb.state.tx.us

Other than through the email listed above, no contact shall be made with THECB personnel regarding this RFA. Failure to comply with this requirement may result in the disqualification of an Application.

2 AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT

The total available funding for the Professional Development Program Supporting House Bill 2223 is up to \$500,000. The THECB anticipates up to 3 awards depending on quality of applications and availability of funding.

2.2 GRANT PERIOD

The Grant Period will commence upon the execution of the Notice of Grant Award (NOGA), and will conclude August 31, 2020 with option for a one (1) year renewal at THECB's sole discretion. The Grant Period may not be extended except by amendment signed by the parties. The term of the Grant, including one renewal period, may not exceed three (3) years.

2.3 APPLICATION TIMELINE

The application process for this RFA is anticipated to proceed according to the published application timeline. The THECB reserves the right to revise this timeline or any portion of this RFA by publishing an addendum. A Calendar of Events for the entire Grant Period is in Appendix A.

Dates	Application Steps
June 15, 2018 @ 5:00 pm (CT)	Inquiry Deadline
July 13, 2018 @ 5:00 pm (CT)	Application Deadline
July 16, 2018	Confirmation of Application Receipt by THECB
On or about August 3, 2018	THECB Announces Grant Awards
Upon Execution	Grant Period Begins

3 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANT

The RFA is limited to Texas-based non-profits and institutions of higher education as defined by Texas Education Code §61.003(8).

3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT

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

4 APPLICATION SUBMISSION

Applications must be completed according to the guidelines in Section 10. Applications must be submitted by an authorized agent of the Applicant institution via email to

CRI@theccb.state.tx.us. Applicants desiring to apply for the Professional Development Program Supporting House Bill 2223 must submit an Application in a single PDF format (no larger than 4MB). Application file name should be institution's name. Subject line must state: "PD-HB2223."

APPLICATION DEADLINE: 5:00 p.m. CT, July 13, 2018

Late or incomplete Applications and Applications submitted to an address different from the specified CRI email will not be accepted. No mailed, hand-delivered, or faxed Applications will be accepted.

The THECB will confirm by July 16, 2018 via email the receipt of the submitted Application. If an Applicant does not receive such confirmation from the THECB, contact the Point of Contact listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application. The THECB shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Applicant anti-virus or other security software.

5 INQUIRIES

All inquiries shall be directed to the Pre-Award Point of Contact listed in Section 1.4 at CRI@theccb.state.tx.us. Applicant must not discuss an Application with any other THECB employee.

Questions must be submitted in writing by email and received no later than 5:00 p.m. CT, June 15, 2017. The subject line of the email containing questions should include (1) "PD-HB2223" and (2) the name of the Applicant institution.

All responses by the THECB must be in writing in order to be binding. Any information deemed by the THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all Applicants that have submitted an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by returning a signed copy of each addendum with the submitted Application.

6 PROGRAM BACKGROUND

Texas has and continues to work on helping ensure the success of underprepared students entering its public institutions of higher education. From the implementation of the Texas Success Initiative (TSI) Statute in 2003, to the development of the first Statewide Developmental Education Plan in 2009, to the revision of the Developmental Education Plan in 2012, the state continues to focus on reconceptualizing developmental education to serve students in support of progression and successful completions. Paramount to this endeavor is providing high quality professional development for faculty, support staff, and administrators working to deliver the most effective and efficient interventions, especially through corequisite models as required in HB 2223 (*85th Legislature, Regular Session*); to meet their underprepared students' needs; and to advance the goals of *60x30TX*.

Applicants are highly encouraged to review the following documents providing additional information with regard to the focus of this solicitation, as well as the TSI/Developmental Education webpage (see www.theccb.state.tx.us/tsi):

- [2012-2017 Statewide Developmental Education Plan](#)
- [HB 2223 Webinar and PPT](#)
- [HB 2223 FAQ document](#)

7 ELIGIBLE PROJECTS

THECB seeks applications from Eligible Applicants to develop the Texas Success Initiative (TSI) Professional Development Program (PD-HB2223) to deliver statewide, multi-faceted professional development support for institutions as they develop, enhance, and scale their corequisite models in support of underprepared students' success, and meeting the requirements of HB 2223. Highlights of the PD-HB2223 will include, but are not limited to:

- A. data-informed, research-based professional development support and training to support institutions in meeting requirements of HB 2223;
- B. statewide training needs assessment surveys to determine what training needs to be developed to help institutions to increase the effectiveness of programs serving underprepared students, with special focus on corequisite models;
- C. strategies for aligning developmental and college-level coursework, building faculty collaborations, informing and advising students, evaluating progress and outcomes, employing continuous improvement, and other identified issues;
- D. recruitment, registration, logistics, documentation, and management of professional development events facilitated by the Awarded Applicant in collaboration with the THECB College and Career Readiness Models for 60x30TX (CRSM) grantees, as applicable;
- E. an online Peer Learning Directory to be maintained and updated throughout the term of the grant; and
- F. coordination and collaboration of professional development activities with other THECB programs, including other Awarded Applicants, and other agencies and organizations, as applicable.
- G. A successful PD Program must consider the three key factors, below, in planning professional development activities.
 - a. Professional development offerings that are grounded in current promising and best practice educational research;
 - b. Professional development opportunities for faculty, staff, and administrators will be based on the results of a regional training needs assessments survey; and
 - c. To the extent possible, professional development activities should be made available on a statewide basis, through virtual training and/or a resource library, to assure that they are available to all public institutions of higher education.

7.1 PRIORITY PROJECTS

There are no funding priorities under this grant opportunity.

8 PROJECT REQUIREMENTS

8.1 REQUIRED PROGRAM ACTIVITIES

- 8.1.1 **Professional Development Support:** The Awarded Applicant shall plan, implement, and evaluate all Professional Development services at the direction of the THECB as outlined in this RFA.

8.1.2 **Coordination:** The awarded Applicant will coordinate with THECB College Readiness and Success Models (CRSM) grantees, and other Agencies and Organizations, including other Awarded Applicants as needed to meet the requirements of this RFA.

8.1.3 **Data-informed, Research-based Services:** The Awarded Applicant shall ensure that all Professional Development services and resources provided by the Awarded Applicant are based on the results of statewide training needs survey (Section 8.1.4). Awarded Applicant should employ research-based approaches and strategies that aim to promote, build, strengthen, and expand the use of effective practices in the delivery of corequisite models. The focus should be on developmental and college-level faculty collaborations, course alignments, advising and placement, and reporting and evaluation.

8.1.4 **Professional Development Support Services**

8.1.4.1 **Planning and Implementation:** The Awarded Applicant shall provide direction, planning, and implementation of Professional Development services at the direction of the THECB as outlined in this RFA. To provide this direction, planning, and implementation, the Awarded Applicant shall:

- develop and administer statewide training needs assessment surveys to determine what training needs to be developed to help institutions to increase the effectiveness of programs serving underprepared students, with special focus on corequisite models;
- develop and propose a list of topics for workshops and trainings for the THECB approval informed by the statewide training needs assessment surveys;
- conduct follow-up evaluation that tracks, at a minimum, participant satisfaction and immediate benefits for participants and the students they serve.

8.1.4.2 **Institutional Support:** The Awarded Applicant shall deliver Professional Development services to Texas public institutions of higher education. In providing these services, the Awarded Applicant shall:

- coordinate and deliver Professional Development activities funded under this RFA with related Professional Development activities funded by the THECB, TWC, and other relevant entities such as non-profit organizations;
- develop strategies for aligning and leveraging institutional and community resources, including funding, to support success of underprepared students;
- support and guide institutions in the development and implementation of their Professional Development activities;
- facilitate delivery of a minimum of five (5) professional development events per year (September – August), of which three (3) must be in-person, during the term of the grant. The in-person events should be offered in different higher education regions to ensure statewide coverage. The variety of delivery methods may include In-Person Training, Online Training, and/or Hybrid Training (for year one, final number of events may be negotiated with Awarded Applicant based on the execution date of the contract);

- provide communication and logistics for all events and activities hosted by the Awarded Applicant such as:
 - coordinate hotel/space logistics, as needed and planned with the THECB;
 - identify and secure training locations and qualified trainers;
 - promote events, register attendees, and collect fees as necessary and reasonable for the event and as approved by the THECB;
 - provide on-site meeting and support liaison functions as well as all supplies, materials, and equipment;
 - conduct on-site evaluation and follow-up email surveys to attendees to collect information, at a minimum, regarding frequency of classroom implementation and long-term benefits of training; and;
 - utilize outside Subject Matter Experts (SMEs) when necessary.

8.1.4.3 **Peer Learning Directory:** The Awarded Applicant shall develop and maintain an online resource that identifies and promotes high-impact educational practices for addressing the needs of underprepared students. Awarded Applicant may use existing resources, including appropriate peer-reviewed journals and other comparable online sources and publications to the degree applicable. The directory should include a brief description of promising practices being implemented at public institutions of higher education, both in-state and out-of-state. The directory should minimally include the following:

- name of institution implementing the practice;
- identified point of contact;
- student population being served by the practice;
- descriptions and outcomes of the practice. Outcomes should include the measures/indicators of success.

8.2 PROGRAM DELIVERABLES

The deliverables, targets, and due dates in Appendix B are minimum requirements. THECB will develop Semi-Annual, End of Grant and other applicable Reporting Templates and provide them to the Awarded Applicant at the time of the grant execution.

8.3 ELIGIBLE PROJECT DIRECTORS

Each Eligible Applicant shall name two (2) project directors and include their contact information on the Cover Page (Appendix E).

The project directors are responsible for implementing and overseeing the proposed project, and shall be full-time educators (including tenure- and non-tenure-track faculty) or institutional or Texas non-profit administrators with administrative and practical experience with Developmental Education or experience developing, administering, and/or executing Professional Development programs. The Applicant is strongly encouraged to include one project director to design and implement the project and the second project director to manage and oversee project evaluation.

8.4 PROJECT LENGTH

The planning, implementation, and evaluation of the project must be completed within the Grant Period, which ends on August 31, 2020, unless otherwise agreed upon by the THECB and Awarded Applicant.

8.5 FUNDING RESTRICTION

All funds must be expended in line with this RFA and Rider 33 (Appendix D).

8.6 ALLOWABLE COSTS AND RESTRICTIONS

Allowable Cost Categories. The Applicant should refer to Section 10.6 for instructions for specific budget categories. The THECB shall negotiate a final budget and approved expenditures with each Awarded Applicant. All proposed costs should be reasonable and must support the proposed project activities and/or deliverables.

9 SELECTION CRITERIA AND SCORING OF APPLICATIONS

This RFA is competitive. It is designed to issue Grant Awards that provide the best overall value to the state and in accordance with the goals of the RFA. General selection criteria shall be based on the quality of the proposed project, fees and costs, and the Applicant's prior experience in performing similar work.

Reviewers will use the following specific selection criteria in evaluating Applications submitted for this RFA: A maximum of 200 points may be awarded. See Appendix I for the Application Evaluation Form.

APPLICATION COMPONENT	POINTS	PAGES (max)
Project Narrative	130	20
Timelines	10	4
Budget	10	3
TOTAL	150	27

10 APPLICATION FORMAT AND CONTENT

10.1 APPLICATION FORMAT

- A. Application and all forms must be submitted electronically in a single .PDF (Portable Document Format), no larger than 4MB.
- B. Additional attachments to the Application must include the Applicant's name and "PD-HB2223" at the top of each page. Do not use a font smaller than 11. Attachments must be typed, double spaced, on 8 1/2" x 11" paper, clearly legible, with all pages sequentially numbered.
- C. Applicants must use the application forms and templates, and submission must adhere to the length restrictions specified.
- D. A Table of Contents must be included with respective page numbers opposite each topic. The Application must contain the items in sequence as outlined under Subsections 10.2 through 10.7.

10.2 COVER PAGE

In the format provided in Appendix E, Cover Page, list contact information for the Project Director and Co-Director (if applicable) and the Institutional Representative authorized to submit an Application on behalf of the institution.

10.3 PROJECT NARRATIVE

The Project Narrative, limited to 20 pages, should address the following topics and provide information needed to properly describe the proposed project.

10.3.1 Professional Development Support Services and Resources

- a. Describe proposed Professional Development topics and the data gathering and analysis process to be used to determine these topics.
- b. Describe how the Applicant's evaluation methods will track both the immediate benefits of trainings and participant satisfaction with Professional Development topics.
- c. Describe the process and format/platform to be used to increase the number of Online Training and/or Hybrid Training sessions available to public institutions of higher education throughout the Grant Period as required by this RFA.
- d. Describe the proposed collaborative process to be used for event planning, registration communication and promotion of statewide professional development events, including coordination with other agencies.
- e. Describe how the Applicant will ensure sufficient statewide Professional Development coverage to meet the demand of public institutions of higher education.

10.3.2 Demonstrated Experience

- a. Describe the Applicant's or Key Personnel's experience with and/or understanding of Developmental Education (e.g. TSI, corequisite models, HB2223, etc.) in Texas that provides evidence of a knowledge base relevant to this RFA.
- b. Describe the Applicant's experience coordinating with multiple organizations to assist with the development and use of ongoing Professional Development plans and services.
- c. Describe the Applicant's experience with delivery of Professional Development support to higher education faculty, staff, and administrators, to include state-directed efforts to deliver innovative practices and strategies to address the needs of underprepared students.
- d. Describe the Applicant's experience with providing logistics for large-scale Training Events, to include registration, fee collection, communications with trainers and participants, confirmation/cancellation, documentation, etc.
- e. Describe the Applicant's experience with conducting academic research and incorporating evidence-based best practices in training materials in formats appropriate for training participants.

10.3.3 Program Administration

- a. Describe the capacity of the Applicant to effectively manage the programmatic, fiscal, and administrative aspects of the PD Program.
- b. Describe the management structure that will enable efficient and effective communication between staff of the PD Program, public institutions of higher education, other agencies and organizations, and the THECB.
- c. Describe professional qualifications that will be required of the project director. Explain why these qualifications are sufficient to ensure successful implementation of the PD Program.

In the project director description, include:

- experience and qualifications
- job duties
- percent of time to be charged to the project
- name of individual, contact information and resume (of current or proposed staff)

Provide information on other key staff, include:

- position title
- experience and qualification
- job duties
- percent of time to be charged to the project

10.4 TIMELINE

Provide the start and end dates of all Year One deliverables and training activities using the templates in Appendix H.

A. Timeline for Deliverables

Include:

- start and completion dates of hiring or assigning personnel
- all Year One deliverables listed in Appendix B of this RFA

B. Timeline for Major Training Initiatives

Include:

- proposed start and completion dates for all statewide and regional trainings/events.

10.5 DELIVERABLES

The deliverables for this RFA shall contain as follows:

- 10.5.1 **Deliverable:** Provide a Year One and Year Two detailed project plan and implementation schedule describing the strategy for providing statewide Professional Development for Texas public institutions of higher education inclusive of performance benchmarks.

Include detailed activities by month, beginning August 1, 2018, for program objectives, activities, and performance benchmarks, broken down into fall, spring summer periods (fall = August - December, spring = January - May, summer = June – July).

Time Frame: At time of grant submission.

- 10.5.2 **Deliverable:** Provide a list of proposed training topics to address the needs of a specific higher education region.

Time Frame: At time of grant submission and July 2019

- 10.5.3 **Deliverable:** Provide semi-annual reports to the THECB using the Template provided by THECB staff.

Time Frame: February of each year

- 10.5.4 **Deliverable:** Provide results of statewide Professional Development needs survey.

Time Frame: July of each year

- 10.5.5 **Deliverable:** Provide an online Peer Learning Directory as specified Section A.2.5.4.3 of this RFA.
Time Frame: February and July of each year
- 10.5.6 **Deliverable:** Provide an annual report for each year that includes but is not limited to the following: overview of grant activities, evaluation summary including follow-up participant feedback for all training events sponsored by the Awarded Applicant. The final template will be provided by the THECB.
Time Frame: July of each year
- 10.5.7 **Deliverable:** Number of participants completing an In-Person Training by the end of each year of the grant.
Time Frame: Negotiated upon Contract Award with Awarded Applicant(s)
- 10.5.8 **Deliverable:** Number of participants completing a Facilitated Online Training or Hybrid Training by the end of each year of the grant.
Time Frame: Negotiated upon Contract Award with Awarded Applicant(s)

10.6 BUDGET

10.6.1 BUDGET SUMMARY (Appendix F)

The Budget Summary provides an overview of the costs associated with the proposed project. All totals should represent costs for the entire project through August 31, 2020 and should match the information submitted in the Budget Narrative (Appendix G).

10.6.2 BUDGET NARRATIVE (Appendix G)

The Budget Narrative, limited to three (3) pages, describes budget items of the project in sufficient detail so that a reviewer can determine the appropriateness and rationale for the proposed costs. The budget items must support the proposed project activities and/or deliverables.

10.6.3 10.5.2 Instructions for Specific Budget Categories

Under a budget category, each row should represent a major cost. The text under each row should describe the cost and its function, and explain how the cost is calculated. For the total in each budget category, please round up to the nearest dollar.

Definitions and reporting formats:

- a. Personnel: salaries and fringe benefits for specific employees (e.g., project director's salary) or categories of employees (other professional staff and/or support staff salaries).
Note: Personnel cost should not exceed 30% of the total proposed budget. This does not include the cost of fringe benefits. However, if more than 30% is proposed, applicant must provide sufficient rationale in the Budget Narrative (Appendix G) to justify the cost.
- b. Personnel Travel: domestic travel costs for employees of the Applicant. Include travel to and from proposed trainings, site visits, etc. Awarded Applicants must follow State travel guidelines.
- c. Professional and Contracted Services: include fees paid to consultants, trainers, or other non-staff persons necessary to provide appropriate services for the Project.
- d. Supplies and Materials: Includes, but not limited to 1) printing costs; 2) training materials; 3) participant supplies (e.g. pens, notebooks, etc.); 4)

basic office supplies. Note: Equipment/technology purchases (computers, printers, software, etc.) are not allowed without prior approval from the THECB.

- e. Meeting Costs: costs associated facilitation of statewide and regional professional development, to include, but not limited to the following:
 - online registration
 - All arrangements with venue, to include but not limited to, reservations, food, meeting rooms, AV equipment.
- f. Costs and expenses associated with the utilization of Subject Matter Experts (SMEs).
- g. Other Direct Costs – all other costs, including those for partners who act as subApplicants. Subcontracted costs must be itemized by subApplicant. The sum of the two-year direct cost totals shall equal the sum on the Budget Summary.

Note: No alcohol or tips are allowed under this contract.

10.7 PERFORMANCE MEASURES AND OUTCOMES

Performance measures and outcomes will be assessed based on information provided in the Interim and Annual Reports.

10.8 ATTACHMENT

The following Attachment should be submitted, as applicable, as a PDF file. Applicant shall not include documents as attachments or appendices that are not specified in this section; such documents will be discarded and will not be forwarded to reviewers for application evaluation.

- Letter from Applicant requesting the THECB's consideration of exceptions, if applicable, to specific terms and conditions described in the RFA. Any exceptions must be clearly identified by section, and the Applicant's proposed alternative must be provided. Applicant cannot take a "blanket exception" to this entire RFA. If any Applicant takes a "blanket exception" to this entire RFA or does not provide alternative language, the Applicant's Application may be disqualified from further consideration. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this RFA, and the Applicant's attachment of such terms and conditions to an Application may disqualify the Application. The letter must be signed by an individual legally authorized to bind the Applicant institution.

11 PROVISIONS AND ASSURANCES

11.1 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 the THECB by any successful or unsuccessful Applicant.

11.2 APPLICATION DELIVERY AND LATE APPLICATIONS

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

11.2.2 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 the THECB prior to the deadlines outlined in Section 4. The THECB shall not be responsible for failure of electrical or mechanical

equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA 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.

11.3 CONFLICT OF INTEREST

11.3.1 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 the THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.

11.3.2 *HB 1295 – Disclosure of Interested Parties.* The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission (TEC) has built an online portal for vendors/grantees. Vendors/ Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, please print, sign, and notarize before sending a final copy to the THECB. The TEC portal link can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

11.4 CONTRACT

11.4.1 Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFA does not guarantee that a Contract will ever be awarded. The THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at the THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. The THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable timeframe is cause for rejection of an Application.

11.4.2 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 term 'Contract' or 'Agreement.'

11.5 PAYMENT TERMS

Payment terms will be based on the proposed budget provided by the Applicant and negotiated between the THECB and the Awarded Applicant. With the exception of the negotiated initial payment, all subsequent payments will be on a cost-reimbursement basis for services rendered or deliverables completed. Awarded Applicant will submit proper and correct invoices to THECB that detail the itemized associated costs of the services rendered or deliverables completed on a negotiated schedule.

11.6 GRANT EXTENSION

An Awarded Applicant that shows success in project outcomes may be eligible for a maximum one-year grant extension on the project at the THECB's sole discretion. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

11.7 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 the 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 the THECB's prior written consent.

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

11.8 RELEASE OF INFORMATION BY AWARDED APPLICANT

11.8.1 FERPA. 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.

11.8.2 Prior Notification. Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify the THECB prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant resulting from this RFA. Awarded Applicant shall ensure the following statements are included in any published work:

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

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

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

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

11.9 RELEASE OF APPLICATION INFORMATION BY THECB

11.9.1 *Public Information Act.* Awarded Applicant understands and acknowledges that as a Texas state agency, the THECB is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552, as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with the THECB in the production of documents responsive to any such requests under the Public Information Act. **Awarded Applicant is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.** The THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This RFA, Awarded Applicant's Application, any Grant awarded to the Applicant, and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. To the extent Grantee is subject to the Public Information Act, Grantee will notify the THECB's General Counsel within 24 hours of receipt of any third party requests for information it receives relating to this Agreement.

11.9.2 All submitted Applications become the property of the 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.

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

11.9.4 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 the THECB to violate any law, including the Texas Public Information Act.

11.10 AMENDMENT AND TERMINATION

11.10.1 *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 the 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.

11.10.2 *THECB Right to Terminate for Cause.* As consistent with applicable law, the THECB may terminate the Contract, in whole or in part, immediately upon notice to

Awarded Applicant, or at such later date as the THECB may establish in such notice, upon the occurrence of any material breach, including, but not necessarily limited to, non-compliance with requirements and assurances outlined in the RFA or its Section 11, "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by the THECB to evaluate the effectiveness of the program, or a failure to perform any of the work under the Contract to the THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. The THECB may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with the THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, the THECB may exercise any and all rights as may be available to it by law or in equity.

11.10.3 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 the THECB to Awarded Applicant, the parties shall be discharged from any further obligations created under the terms of the Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination. The THECB reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Grant Period to incorporate any modifications necessary for the THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

11.10.4 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 the 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. The THECB shall be liable to Awarded Applicant for that portion of the Services authorized by the THECB and which have been completed prior to the effective date of termination, provided that the THECB shall not be liable for any work performed that is not acceptable to the THECB and/or does not meet Contract requirements.

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

11.11 NOTICE

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

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

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

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

11.12 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 the THECB Point of Contact. Any attempted assignment, delegation, or subcontract by Awarded Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with this Paragraph. No delegation, assignment, or subcontract shall relieve Awarded Applicant of any responsibility under this RFA.

11.13 LIABILITY AND INDEMNIFICATION

11.13.1 LIABILITY

11.13.1.1 Neither the 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.

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

11.13.1.3 Sovereign Immunity. The THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between the 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 the THECB or Awarded Applicant 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.

11.13.2 INDEMNIFICATION

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

11.13.2.1 Acts or Omissions. Grantee shall indemnify and hold harmless the State of Texas and THECB AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, APPLICANTS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from, any acts or omissions of the Grantee or its agents, employees, subApplicants, Order Fulfillers, or suppliers of subApplicants in execution or performance of the Agreement. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.13.2.2 Infringements.

(a) Grantee shall indemnify and hold harmless the State of Texas, THECB AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, APPLICANTS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS 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 WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) Grantee shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) 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 without Grantee's written approval, (iii) any modifications made to the product by the Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB, or (v) any use of the product or service by THECB that is not in conformity with the terms of any applicable license agreement.

(c) 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.

11.13.2.3 Taxes/ Workers' Compensation/Unemployment Insurance – Including Indemnity.

(a) GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THECB AND/OR THE STATE SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

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

11.14 INSURANCE

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

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

Standard Workers Compensation Insurance in accordance with the following statutory limits covering all personnel who will provide work under this Agreement: Employers Liability: Each Accident \$1,000,000, Disease- Each Employee \$1,000,000, Disease-Policy Limit \$1,000,000.

Commercial General Liability:

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

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

11.15 OWNERSHIP OF WORK

11.15.1 *Definition of work.* For the purposes of this Contract, the term "work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract.

11.15.2 *Copyright.* When copyrightable material is developed in the course of or under this Grant, Awarded Applicant is free to copyright the materials or permit others to do so. The 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 subApplicant of the Grantee) purchases ownership with Grant funds. In no event shall the Awarded Applicant (or any sub-grantee or subApplicant 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.

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

11.16 CONFLICTING RFA LANGUAGE

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

11.17 INSPECTIONS/SITE VISITS

Throughout the Grant Period, the THECB and/or its representatives shall have the right to make site visits to review the operations and accomplishments of the Professional Development Program Supporting House Bill 2223.

11.18 AUDIT AND ACCESS TO RECORDS

11.18.1 Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) 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 subApplicants through Awarded Applicant and the requirement to cooperate is included in any subcontract the Awarded Applicant awards.

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

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

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

11.19 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.

11.20 NON-APPROPRIATION OF FUNDS

The Contract may be terminated if funds allocated to the THECB should become reduced, depleted, or unavailable during the Contract period, and to the extent that the THECB is unable to obtain additional funds for such purposes. The THECB shall negotiate efforts as first consideration and if such efforts fail, then the THECB shall immediately provide written notification to the Awarded Applicant of such fact and the 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. The THECB shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or THECB beyond the then existing biennium.

11.21 REPORTING REQUIREMENTS

11.21.1 Awarded Applicant shall be required to complete project evaluations for a project funded as a result of this RFA.

11.21.2 Awarded Applicant shall submit two written project reports as specified by the THECB: a one-year interim project report due on January 10, 2019, and a final project report due on February 5, 2020. The THECB shall provide templates for reporting.

11.21.3 Awarded Applicant shall submit five financial expenditure reports as specified by the THECB: interim reports due on July 16, 2018; October 9, 2018; January 23, 2019; and July 16, 2019; and a final expenditure report due on March 12, 2020. The THECB shall provide templates for reporting.

11.22 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 <https://comptroller.texas.gov/purchasing/grant-management/>.

11.23 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. Unless otherwise required by statute, 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.

11.24 APPLICANT RESPONSIBILITIES

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the THECB rules) relating to the Professional Development Program Supporting House Bill 2223 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 the THECB, Applicant shall furnish the THECB with satisfactory proof of its compliance.

11.25 KEY PERSONNEL

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to meet project requirements and outcomes. Awarded Applicant shall provide to the THECB prior written notice of any proposed change in key personnel involved in accomplishing the Grant Award. No substitutions of key personnel will be made without the prior written consent of the THECB. All requested substitutes must be submitted to the THECB, together with the information about the substitutes' qualifications. The key personnel that will be assigned to work on the Grant Award are considered to be essential to accomplishing the project.

11.26 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

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

11.27 SUPPLANTING PROHIBITION

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

11.28 CARRYOVER FUNDS

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

11.29 TIME AND EFFORT RECORDKEEPING

For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Awarded Applicant that confirm

the project work provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding sources, unless otherwise specified.

11.30 FORMS, ASSURANCES, AND REPORTS

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

11.31 AFFIRMATION CLAUSES

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

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

The THECB is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 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 System for Award Management (SAM, <http://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from entering into this contract. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. (Entities ineligible for federal procurement are listed at <http://www.sam.gov>.)

11.32 FORCE MAJEURE

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

If the THECB determines that any work product is not acceptable, the THECB shall notify Awarded Applicant of the specific deficiencies in writing. Awarded Applicant shall then undertake all steps necessary to correct any deficiencies at no additional cost to the THECB. In the event any issues cannot be resolved, the dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by the THECB and Awarded Applicant to attempt to resolve any claim for breach of Awarded Applicant.

11.34 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 the 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 the 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. The 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.

APPENDIX A: CALENDAR OF EVENTS

Professional Development Program Supporting House Bill 2223

CALENDAR OF EVENTS*

May 25, 2018	Inquiry Deadline
June 8, 2018	Application Deadline
June 25, 2018	THECB Announces Grant Awards
Upon Execution	Grant Period Begins
TBA	Revised Budget Due (if applicable)
January 18, 2019	Mid-Year/Interim Report Due
February 1, 2019	Publish Online Peer Learning Directory
July 15, 2019	Provide results of Statewide Developmental Education Needs Survey
July 31, 2019	Update Online Peer Learning Directory
July 31, 2019	Annual Report Due
August 15, 2019	2019 – 2020 Training Schedule Due
January 18, 2020	Mid-Year/Interim Report Due
February 1, 2020	Publish Online Peer Learning Directory
July 15, 2020	Provide results of Statewide Developmental Education Needs Survey
July 31, 2020	Update Online Peer Learning Directory
July 31, 2020	Annual Report Due

*This is a general overview of the dates associated with this RFA. The THECB reserves the right to amend dates and/or events.

APPENDIX B: DELIVERABLES

Deliverable Description	Deliverable	Deliverable Due Date
12.2 Provide an official list of training topics to address the needs of a specific higher education region.	Report to THECB	With grant submission
12.1 Provide a Year One and Year Two detailed project plan and implementation schedule describing the strategy for providing statewide Professional Development for Texas public institutions of higher education. Include detailed activities by month, beginning October 1, 2018, for program objective, activities, and performance benchmarks, broken down into fall, spring, and summer periods.	Project Plan to THECB	With grant submission
12.3 Provide semi-annual reports to the THECB using the THECB developed Semi-Annual Report Template.	Report to THECB	January 31 and July 31 each grant year
12.4 Provide results of statewide Professional Development needs survey.	Report to THECB: Statewide Professional Development needs assessment summary	November 29, 2018; October 30, 2020
12.5 Provide an online Peer Learning Directory as specified Section 11.1.5 of this RFA.	1 online Peer Learning Directory	January 1, 2015
12.6 Provide annual reports that includes the following: 12.6.1 evaluation summary, including follow-up participant feedback, for all Training Events sponsored by the PD Program 12.6.2 professional development recommendations for statewide continuous improvement	2 annual reports	October 18, 2019 October 20, 2020
12.7 Number of participants completing an In-Person Training by the end of each year of the grant.	Number of participants: Year 1 - 250 Year 2 - 450	End of each year
12.9 Number of participants completing a Facilitated Online Training or Hybrid Training by the end of each year of the	Number of participants: Year 1 - 50 Year 2 - 150	End of each year
12.12 Provide an annual detailed project plan and implementation schedule including performance benchmarks, broken down into fall, spring, and summer periods.	1 annual project plans	30 days after the beginning of Year 2

APPENDIX C: DEFINITIONS

The following definitions shall apply:

Adjunct Faculty: A person who holds a non-tenure-track appointment as a teaching staff in an institution. Adjunct faculty are generally part-time, with generally narrower expectations for involvement with the institution. They are hired as needed, with no guarantees regarding continuation of employment.

Adult Basic Education (ABE): Instruction in reading, writing, speaking and comprehending English, and solving quantitative problems, including functional context, designed for adults who: (i) have minimal competence in reading, writing and solving quantitative problems; (ii) are not sufficiently competent to speak, read, or write the English language; or (iii) are not sufficiently competent to meet the requirements of adult life in the United States, including employment commensurate with the adult's real ability.

Advising: The ongoing and intentional process by which faculty and/or staff members assist students to navigate their choice of courses or majors, access campus and community services, develop career goals and short/long-term plans.

Applicant: An entity meeting the Applicant Qualifications submitting an Application for a Program in accordance with the terms and conditions of this RFA.

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

Assessment: The use of a Board-approved instrument to determine the academic skills of each entering undergraduate student and the student's readiness to enroll in freshman-level academic coursework.

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.

BASE: Basic Academic Skills Education.

BASE Courses/Interventions: Strategies that address Levels 3-4, as determined by the diagnostic results of the TSIA.

Developmental Education (DE): Courses, tutorials, laboratories, and other means of assistance that are included in a plan to ensure the success of a student performing freshman-level academic coursework.

Facilitated Training: Training in which participants are guided or taught by an instructor. Facilitated Training may be in-person, online, or a combination of online and in-person training.

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. Department of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.

Full-time faculty: Faculty member with 80% or more teaching time budgeted in an institution of higher education.

Hybrid Training: Hybrid Training is training in which the participants participate in scheduled sessions that are facilitated by an instructor and also spend time on course assignments or

instructions in which the instructor is not present. The non-facilitated time may be online self-paced training or learning assignments that are required for course completion.

In-person Training: Training which is provided with both the instructor(s) and the participants physically present.

Institution of higher education or institution: any public technical institute, public junior college, public senior college or university, medical or dental unit, or other agency of higher education as defined in Texas Education Code, §61.003(8).

Measures/Indicators of Success: the qualitative or quantitative evidence that indicates success or failure.

Needs Analysis: the formal process to determine the gaps of knowledge, skills, and attitudes necessary for faculty, staff, and administrators at Texas public institutions of higher education to plan, implement, and evaluate a successful program consisting of course(s) and/or interventions designed to address the needs of self-selected and predetermined underprepared students, as determined by THECB guidelines and rules, including those in Texas Success Initiative ("TSI") Statute.

NCBO: An instructional strategy whereby students are enrolled in the developmental intervention only. Interventions are designed to address a student's identified weaknesses and effectively and efficiently prepare the student for college-level work. These interventions must be overseen by an instructor of record, must not fit traditional course frameworks, and cannot include advising or learning support activities already connected to a traditional course; interventions may include, but are not limited to, tutoring, supplemental instruction, or labs.

Co-requisite: Co-requisite (also known as corequisite or mainstreaming)--An instructional strategy whereby undergraduate students as defined in paragraph (24) of this section are co-enrolled or concurrently enrolled in a developmental education course or NCBO as defined in paragraph (18) of this section and the entry-level freshman course of the same subject matter within the same semester. The developmental component provides support aligned directly with the learning outcomes, instruction, and assessment of the entry-level freshman course, and makes necessary adjustments as needed in order to advance students' success in the entry-level freshman course. Participation in the entry-level freshman course is not contingent upon performance in the developmental education component of the corequisite.

Online Training: Training that uses educational technology to electronically or technologically support learning and teaching.

Professional Development: the provision of ongoing and systematic learning opportunities for developmental educators and support staff that focus on research-based strategies, methodologies, and best practices resulting in effective and efficient coursework and/or interventions advancing the cognitive and non-cognitive skills of underprepared students seeking post-secondary enrichment, certificates, and degrees. Professional Development encompasses all types of facilitated learning opportunities, such as workshops, conferences, and informal learning opportunities situated in practice.

Subject Matter Expert (SME): a person who is an expert in a particular area or topic.

Texas Education Code (TEC): Statutes of the State of Texas dealing with education. In general, the statutes dealing with higher education are within Title III of the code.

THECB: Texas Higher Education Coordinating Board.

Texas Success Initiative (TSI): A legislatively mandated program effective September 1, 2003. The TSI, which replaced the Texas Academic Skills Program (TASP), gives more flexibility to public higher education institutions in their efforts to ensure that students have the academic skills they need to succeed in higher education. The TSI requires testing of students' academic

skills upon entry into public higher education and appropriate counseling, advice, and opportunities -- such as developmental education courses or non- course-based education (computer-based instruction or tutoring, for example) -- for improving those skills. Each college or university is responsible for determining when students have the appropriate skills to succeed in college.

Texas Success Initiative Assessment (TSIA): College placement assessment and diagnostic tool designed to help public institutions of higher education in Texas determine if students are (1) academically ready for college-level course work in the general areas of reading, writing and mathematics; (2) academically ready for developmental education courses offered by the institution; or (3) require additional remediation through developmental education courses or basic academic skill coursework offered by the institution.

Training Events: Events in which faculty, staff, and/or administrators attend for the purpose of attaining knowledge and skills to improve their programs and/or services targeting underprepared students entering higher education. Types of Training Events include, but are not limited to, Facilitated Training, Hybrid Training, Online Training and In-Person Training.

TWC: Texas Workforce Commission

APPENDIX D: Funding Authorities**Texas Education Code, Section 61.0762(a)(5), Programs to Enhance Student Success****RIDER 33**

Developmental Education. Funds appropriated above in Strategy D.1.2, Developmental Education Program, \$1,125,000 in General Revenue for fiscal year 2018 and \$1,125,000 in General Revenue for fiscal year 2019 shall be used to continued scaling effective strategies that promote systemic reforms, to improve student outcomes and provide professional development opportunities for faculty and staff to improve advising, acceleration and completion of underprepared students. Out of funds appropriated to this strategy, the Higher Education Coordinating Board will collaborate with Texas public institutions of higher education, to scale effective interventions such as non-course competency based remediation, core-requisite models, emporium models, and modular offerings. Out of funds appropriated to this strategy, the Higher Education Coordinating Board will analyze and compare information collected annually from all Texas public institutions on the Developmental Education Program Survey and other TSI data to determine the most effective and efficient interventions and submit a report to the Governor, Lieutenant Governor, Speaker of the House of Appropriations, the Chair of the Senate Finance Committee, the Chair of House Appropriations, Senate Committee on Higher Education and House Committee on Higher Education before January 1, 2019. Any balances remaining as of August 31, 2018 are hereby appropriated for the same purpose for the fiscal year beginning September 1, 2018.

APPENDIX E: COVER PAGE**Professional Development Program
Supporting House Bill 2223**

Applicant:	
Address:	
City/State/Zip:	
Applicant Contact (Director):	
Phone Number:	
Fax Number:	
E-Mail Address:	
Applicant Contact (Co-Director):	
Phone Number:	
Fax Number:	
E-Mail Address:	
Authorized Signature:	
Printed Name and Title:	
Date:	

APPENDIX F: PROPOSED BUDGET SUMMARY

<i>Applicant</i>	
BUDGET CATEGORY	TWO-YEAR TOTAL
A. Personnel* <i>Salaries and Wages for () FTE Employees</i> (Recommended not to exceed (30)% of total proposed direct costs)	\$
<i>Fringe Benefits @ (%)</i>	\$
<i>Total – Salaries, Wages, and Fringe Benefits</i>	\$
B. Personnel Travel	\$
C. Professional and Contracted Services	\$
D. Supplies and Materials	\$
E. Meeting Costs	\$
F. Other Direct Costs	\$
G. TOTAL DIRECT COSTS FOR TWO-YEAR GRANT PERIOD	\$
I hereby certify that I have read and agree to comply with all conditions of this grant and agree to return to the THECB any funds not expended in compliance with those conditions.	
<hr style="border: 0.5px solid black;"/> Project Director's Signature <i>(required only prior to funding)</i>	Date
I hereby certify that I have read and agree to comply with all conditions of this grant and agree to return to the THECB any funds not expended in compliance with those conditions.	
<hr style="border: 0.5px solid black;"/> Institutional Representative's Signature <i>(required only prior to funding)</i>	Date

APPENDIX G: PROPOSED BUDGET NARRATIVE

Applicant

	Year 1	Year 2
Budget Narrative by Category		
A. Personnel		
•	\$	\$
Description:		
•	\$	\$
Description:		
•	\$	\$
Description:		
•	\$	\$
Description:		
Personnel Total		\$

B. Personnel Travel		
•	\$	\$
Description:		
•	\$	\$
Description:		
•	\$	\$
Description:		
•	\$	\$
Description:		
Personnel Travel Total		\$

C. Professional and Contracted Services			
•		\$	\$
	Description:		
•		\$	\$
	Description:		
•		\$	\$
	Description:		
•		\$	\$
	Description:		
Professional and Contracted Services Total		\$	\$

D. Meeting Costs			
•		\$	\$
	Description:		
•		\$	\$
	Description:		
•		\$	\$
	Description:		
•		\$	\$
	Description:		
Meeting Costs Total		\$	\$

E. Supplies and Materials			
•		\$	\$
	Description:		
•		\$	\$
	Description:		
•		\$	\$
	Description:		
•			
	Description:		
Supplies and Materials Total		\$	\$

F. Other Direct Costs			
•		\$	\$
	Description:		
•		\$	\$
	Description:		
•		\$	\$
	Description:		
•		\$	\$
	Description:		
Other Direct Costs Total		\$	\$
TOTAL FUNDING FOR GRANT PERIOD		\$	\$

End of Section

APPENDIX H: TIMELINES
Professional Development Program
Supporting House Bill 2223

Applicant Name:	
ACTIVITIES TIMELINE FOR DELIVERABLES	

	Activity	Estimated Start Date	Estimated End Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

APPENDIX H: TIMELINES (CONTINUED)

**Professional Development Program
Supporting House Bill 2223**

Applicant Name:	
ACTIVITIES TIMELINE FOR TRAININGS	

	Activity	Estimated Start Date	Estimated End Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

APPENDIX I: APPLICATION EVALUATION FORM

Applicant			
Evaluator 's Number			
Date of Review			
Application Component		Max Points	Actual Points
Project Narrative (130)			
Professional Development Support Services (40)			
Describe proposed Professional Development topics and the analysis and data to be used to determine these topics.	15		
Describe how the Applicant's evaluation methods will track both the immediate benefits of trainings and participant satisfaction with Professional Development topics.	10		
Describe the process/platform to be used to increase the number of Online Training and/or Hybrid Training sessions available to public institutions of higher education throughout the Grant Period as required by this RFA.	5		
Describe the proposed collaborative process to be used for event planning, registration, communication and promotion of statewide professional development events, including coordination with other agencies.	5		
Describe how the Applicant will ensure sufficient regional Professional Development coverage to meet the demand of this RFA.	5		
<i>COMMENTS:</i>			
Demonstrated Experience (45)			
Describe the Applicant's or Key Personnel's experience with and/or understanding of Developmental Education (e.g. TSI, corequisite models, HB2223, etc.) in Texas that provides evidence of a knowledge base relevant to this RFA.	15		
Describe the Applicant's experience coordinating with multiple organizations to assist with the development and use of ongoing Professional Development plans and services.	5		
Describe the Applicant's experience with delivery of Professional Development support to higher education faculty, staff, and administrators, to include state- directed efforts to deliver innovative practices and strategies to address the needs of underprepared students,	10		
Describe the Applicant's experience with providing logistics for large-scale Training Events, to include registration, fee collection, communications with trainers and participants, confirmation/cancellation, documentation, etc.	5		
Describe the Applicant's experience with conducting academic research and incorporating evidence-based best practices in training materials in formats appropriate for training participants.	10		
<i>COMMENTS:</i>			
Program Administration (45)			

Describe the capacity of the Awarded Applicant to effectively manage the programmatic, fiscal, and administrative aspects of the PD Program.	15	
Describe the management structure that will enable efficient and effective communication between staff of the PD Program, public institutions of higher education, other agencies and organizations, and the THECB.	15	
Describe professional qualifications that will be required of the project director and other key staff. Explain why these qualifications are sufficient to ensure successful implementation of the PD Program.	15	
<i>COMMENTS:</i>		
Timelines		
Timelines (10)		
Applicant's proposed Timeline for hiring staff and meeting the Deliverables (Appendix B) of this RFA is reasonable and comprehensive.	5	
Applicant's proposed Timeline for Major Training Initiatives is reasonable.	5	
<i>COMMENTS:</i>		
Budget		
Budget (10)		
The budget for the project is adequate to support the project activities.	5	
Costs are reasonable in relation to the objectives of the project?	5	
<i>COMMENTS:</i>		