REQUEST FOR APPLICATIONS
TEXAS HIGHER EDUCATION COORDINATING BOARD RFA

No.718-15-14165

2015-2017 ACCELERATE TEXAS:
Scaling and Sustaining Success in Integrated Basic Education and
Workforce Training Programs

INTENT TO APPLY DEADLINE: January 26, 2015
(Not required to Apply.)

INQUIRY DEADLINE: Feb. 26, 2015 at 5:00 PM C.T.

APPLICATION DEADLINE: March. 5, 2015 at 5:00 PM C.T.
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1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE AND APPROACH TO SOLICITATION

Accelerate Texas: Scaling and Sustaining Success in Integrated Basic Education Workforce Training Programs

The Texas Higher Education Coordinating Board (“THECB”) is issuing this integrated basic education and workforce training program career pathways grant to support the participation and success of Adult Education and Literacy students transitioning to workforce training programs at community and technical colleges.

This solicitation will cover two (2) types of grant opportunities each of which focuses on different approaches to working with integrated pathways for adult learners transitioning to higher education through a workforce training pathway. An eligible applicant can apply as an (1) individual institution or as (2) the lead institution of a consortium.

1.2 SYNOPSIS OF PROGRAM

The purpose of the Accelerate Texas: Scaling and Sustaining Success in Integrated Basic Skills and Workforce Training Programs grant is to increase participation and success of basic skills students and adults who are limited English proficient in workforce training programs that lead to credentials of value in their regional labor market at public two (2) year institutions.

Accelerate Texas: Advancing Adult Students into Careers:

- **Accelerate Texas** is a brand name that describes an initiative that pairs an adult education and literacy (AEL) instructor, or a Continuing Education or Developmental Education instructor if no AEL program is available or partners with the college, with a community or technical college (CTC) workforce training instructor and provides comprehensive support services, including services provided by local non-profits, through workforce development.

- Each Accelerate Texas program consists of a series of connected in demand occupational training programs, known as stackable credentials, which allow adults to advance over time to successively higher levels of education and employment.

- **Accelerate Texas** programs target industries that are important to local and regional economies. By addressing local workforce training needs, Accelerate Texas programs work as effective supply chains for employers in need of skilled labor.

- Funded by THECB, Accelerate Texas aims to strengthen and expand the quality and number of high performing pathways into and through postsecondary education and training for lower skilled adults.

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1 See, Section 3.1.2, for definition of Consortium
• **Accelerate Texas** is a key strategy to help the state move beyond its *Closing the Gaps* goals to support participation and success of Texas residents in higher education.

Since 2011, over 4000 adult education students have been served at 21 colleges offering integrated basic education and skills training programs under the Accelerate Texas initiative. Since that time, over 2000 students have received workforce training certificates in demand occupations in their local areas. Under the 2015-2017 *Accelerate Texas: Scaling and Sustaining Success in Integrated Basic Skills and Workforce Training Programs Request for Applications (RFA)*, colleges will have the opportunity to apply under one of two different grant types: a lead College of a Consortium or a single program college.

### 1.3 POINT OF CONTACT

Linda Muñoz, PhD  
Director, Adult Education (Transition Programs)  
Texas Higher Education Coordinating Board  
Email: linda.munoz@thecb.state.tx.us  
Phone: 512-427-6525

### 1.4 DEFINITIONS

See Appendix D for definition of terms used throughout this RFA.

### 2 AWARD SUMMARY

#### 2.1 EXPECTED AWARD AMOUNT

Colleges will be awarded based on size (Very Large, Large, Medium, and Small – See Appendix D for Definitions under Community College Peer Groups) and their capacity to build two integrated pathway models (at a minimum) and enroll, support, and complete the minimum number of students.

**Designated Award Amounts Based on Size**

- A very large institution is eligible to receive up to $300,000 to build two integrated career pathway models and serve a minimum of 200 students in an integrated program;
- A large institution is eligible to receive up to $200,000 to build two integrated career pathway models and serve a minimum of 150 students in an integrated program;
- A medium institution is eligible to receive up to $150,000 to build two integrated career pathway models and serve a minimum of 100 students in an integrated program;
- A small institution is eligible to receive up to $125,000 to build two integrated career pathway models and serve a minimum of 50 students in an integrated program.

**Description of Award Amounts**

- The minimum award is $125,000 for a small institution to implement two integrated career pathway program for up to 50 students transitioning from an AEL program.
• Up to $300,000 may be awarded to a single applicant who represents a very large community college district or system and can serve a minimum on 200 students during the grant period, submits and is awarded an ATX-AEL Implementation grant application and who can operationalize their integrated model within three months of receipt of an executed contract.

• Up to $350,000 may be awarded to a Consortium lead who works with the planning, implementation, and design of an integrated model at a minimum of two (2) program colleges (minimum $125,000 per program college (review “Expected Award Amount” Bullet #1 according to size of institution and expected enrollments) and $100,000 per Consortium lead ($50,000 to Consortium lead for each program college mentored), and a maximum of up to $1,050,000 may be awarded to a Consortium working with the maximum number of three (3) program colleges (at up to $300,000 each (very large college) per program college and $150,000 for Consortium lead).

• Awarded grantees may be eligible for an additional year of funding or a no-cost extension for an additional year based on successful program performance and/or need for completion or certification of data submissions.

NOTE: See 3.1.2.4 for technical assistance required funding from program colleges to consortium lead and 3.1.2.7 for use of $50,000 per Program College for consortium lead

2.2 MINIMUM AWARD AMOUNT: $125,000

2.3 MAXIMUM NUMBER OF AWARDS
This RFA does not set a maximum number of awards. (Note: THECB is not bound by any Award estimates in the RFA)

2.4 PROJECT PERIOD
On or about March 1, 2015 to August 31, 2016.

2.4.1 Project Activities: All project activities must be completed by June 30, 2016.

2.4.2 Final Expenditure Reports: Final expenditure reports must be submitted by July 31, 2016.

2.5 INTENT TO APPLY DEADLINE
January 26, 2015 at 5:00 PM C.T. (Not required to apply.)

2.6 BIDDERS WEBINAR
There will be no bidder’s webinar under this solicitation. Guidance on accessing more information about this RFA will be sent to those prospective applicants who submit an intent to apply, no later than January 26, 2015.

2.7 INQUIRY DEADLINE
February 26, 2015 at 5:00 PM C.T.

2.8 APPLICATION DEADLINE
March 5, 2015 at 5:00 PM C.T.
3  ELIGIBILITY INFORMATION

3.1  ELIGIBLE APPLICANTS

Note: Colleges awarded funding in the first round of the 2015 Accelerate TX RFA (RFA No. 718-15-14165, 2015-2017 Accelerate Texas: Scaling and Sustaining Success in Integrated Basic Education and Workforce Training Programs) are not eligible to apply under the re-issuance of this solicitation.

3.1.1 Single Program College
A Texas community college or 2-year public technical institution of higher education is eligible to submit an Application in accordance with the terms and conditions of this RFA.

3.1.2 Consortium of Community or Technical Colleges
A consortium representing two (2) to three (3) Texas community colleges or public technical institutions of higher education (a “Consortium”) is eligible to submit an Application in accordance with the terms and conditions outlined below. The Consortium shall be comprised of two (2) to four (4) program colleges (“program colleges”) and a lead college which shall provide administrative oversight to the program colleges. The Consortium Lead (also referred to as the “Consortium Applicant”) should submit one application for the group of program colleges. The Consortium Applicant must have two (2) or more years of experience in the successful development and implementation of integrated basic education and skills training programs under previous THECB grant solicitations (ABEIG or Accelerate Texas) or through the establishment of similar programs under other funding. Each of the program colleges in a Consortium shall be from a different community college district.

The lead college, or Consortium Applicant, will provide administrative oversight to the program colleges and will serve as the fiscal agent of this grant award. As the fiscal agent, the Consortium Applicant will be the contractual party responsible for ensuring that the program colleges satisfactorily fulfill the required activities of the ACCELERATE TX grant program. To achieve that end, the Consortium Applicant will be expected to subcontract with individual program colleges. Each such subcontract shall include an acceptance of the legal terms and conditions outlined in this RFA and must be reviewed and approved by the THECB Program Manager.

The Consortium Applicant will submit the following with its Application:

3.1.2.1 A Memorandum of Understanding (“MOU”) signed by senior leadership at each college in the Consortium reflecting each of the Consortium members’ agreement to participate in the Accelerate Texas grant program and the common state, academic, economic, and/or human capital goals the Consortium hopes to accomplish in this partnership. The MOU should include, at a minimum,

1) a narrative of how each college’s institutional policies and/or procedures that prevent or stall innovative co-requisite, dual enrollment, or integrated programs
for this population of students will be addressed by the college in support of the requirements of this RFA,

2) an acceptance of and description of each of the individual colleges’ commitment of responsibility in carrying out the Project described in the Application and in meeting all of the requirements (including all legal terms and conditions) of the RFA including but not limited to:

   a. serving a minimum of:
      i. 200 in an integrated pathway model described in this RFA for a very large institution;
      ii. 150 in an integrated pathway model described in this RFA for a large institution;
      iii. 100 in an integrated pathway model described in this RFA for a medium size institution;
      iv. 50 in an integrated pathway model described in this RFA for a small size institution; and

   b. the development and sustainability of a minimum of two (2) integrated basic skills/workforce training models by each college in the Consortium.

   c. **NOTE**: To identify the Peer Group (e.g. very large, large, medium, small) to which you belong, visit the Texas Higher Education Accountability System at: [http://www.txhighereddata.org/Interactive/Accountability/PeerGroup.cfm](http://www.txhighereddata.org/Interactive/Accountability/PeerGroup.cfm)

3.1.2.2 The Consortium Lead will provide administrative oversight to the program colleges in the Consortium regarding professional development, technical assistance, data entry support, partnership building, and other funding opportunities.

3.1.2.3 Any MOUs, letters of support, or agreements to participate, partner, or coordinate funding in programs at a college within the Consortium must be collected by the lead college and must represent employers, social services agencies, workforce boards, and other partners within each college district or region of the Consortium.

3.1.2.4 Each program college in the Consortium is required to provide the lead college with a budget that will be included in the Application. Each program college in the Consortium is eligible for the maximum award per individual Applicant (based on the college peer group size). Consortium program colleges must agree to provide a percentage of their administrative budgets (no less than 12% and no more than 15% of each program college’s administrative budget) during each year of the Grant Term to the lead college to support the lead college’s administrative oversight, and overall program support and management of the Consortium. The lead College in the Consortium must include a budget and budget narrative on its expected costs in managing program implementation across the Consortium. The lead college is expected to contribute resources and leverage its funds in support of the consortium.

3.1.2.5 Each program college in the Consortium is required to provide individual program and expenditure reports to the lead college in the Consortium and to THECB using templates provided by THECB. Each program in the Consortium is required to input individual student level and course level data from its program into the THECB
data system for its institution. However, the Consortium’s lead college is responsible for the timely fiscal, program, and data reporting of all the colleges in the consortium.

3.1.2.6 The Consortium can provide one internal evaluator to address performance measures at individual colleges.

3.1.2.7 If the lead college is an existing ATX funded recipient, they can use up to $50,000 per college in their consortium to continue implementation of an existing or new integrated basic education training program on their campus with funding under this RFA; however, as the lead college, they must ensure that all the funding provided to the partner colleges for administrative support be utilized to manage the professional development of partner colleges, provide necessary technical assistance on program implementation, guide colleges on requirements for data entry, provide best practices and support for partnership building, and provide other training opportunities to support the effective implementation of this program under the Consortium. The lead college will explain how they will use both the administrative funds from their partner colleges for administrative support (see 3.1.2.4) and how they will utilize the additional funds ($50,000 per program college) to support established or new ATX programs.

3.2 COST SHARING OR MATCHING REQUIREMENTS
THECB expects grantees and their collaborating partners to share in the administrative and operational cost of funded projects to insure that the activities are implemented well and are sustained beyond the grant period as described and provided in your sustainability plan (see Section 12.10).

Thus, grantees should plan to share the administrative and operational costs associated with the project throughout the grant period. This will best be achieved if all partners are involved in the planning of your integrated program design and in the writing of your proposal.

When determining the design, implementation, and sustainability of your ATX program model, see definitions in Appendix D for (1) cost sharing, (2) matching funds, and (3) In-kind contributions.

THECB expects grantees to leverage funds, resources, and institutional staff through cost sharing, matching funds, and in-kind contributions. These contributions should be clearly identified in your proposal under Section 14, Project Design, Quality of Project Personnel, and Adequacy of Resources and Sustainability.

The ATX programs with successful program outcomes are expected to continue after the grant funding has ended; therefore, it is essential that programs braid funding streams and strategies for the initial develop of their design. See 12.1.9 on Braided Funding requirements.)
4 NOTICE OF INTENT GUIDELINES

A notice of intent to apply is encouraged but not required for this application. In providing an intent to apply, applicants can ensure receiving any additional information about the solicitation. Please send an email to CRI@thecb.state.tx.us naming the college intending to apply and the full name and email address (if not listed) of the college representative responsible for the application. Institutions applying as a Consortium must provide the name of the contact under the lead college of the Consortium and the names of the partnering colleges and the contact at each. The Intent to Apply Deadline is: January 26, 2015 by 5:00PM CT.

5 APPLICATION PROCESS

Applications must be completed and submitted to CRI@thecb.state.tx.us. Applications are due on or before the close of business February 26, 2015. All criteria requested must be included in order for the Application to be considered complete. An Application may be rejected if it fails to meet any requirement of this RFA. THECB staff may seek clarification from the Applicant at any time, and failure to respond within a reasonable time frame is cause for rejection of an application. The Consortium lead is responsible for communicating information about this application, including professional development webinars, application process, and required documents to the program colleges.

6 APPLICATION SUBMISSION INSTRUCTIONS

Applicants who participate in the THECB 2015-2017 Accelerate Texas: Scaling and Sustaining Success program must submit an Application in a single .PDF FORMAT (no larger than 5MB) and according to the guidelines in Subsection 15.

Applications must be submitted to CRI@thecb.state.tx.us

Subject line must state: “THECB 2015-2017 Accelerate Texas: Scaling and Sustaining Success”

**APPLICATION DEADLINE: THURSDAY, MARCH 5, 2015 at 5:00PM CT**

Late Applications will not be accepted. No mailed, hand delivered, or faxed Applications will be accepted for this RFA.

7 PARTICIPATION IN BIDDERS WEBINAR AND INFORMATION SESSIONS

7.1 PARTICIPATION IN BIDDERS WEBINAR

There will not be a bidder’s webinar for this solicitation. Information about Accelerate TX programs can be found at www.thecb.state.tx.us\acceleratex. See Section 8 on Inquiries to obtain additional information or clarification under this solicitation.

7.2 PROFESSIONAL DEVELOPMENT INFORMATION SESSIONS

Applicants, including the Program Colleges of a Consortium and their partners in the community and on their campuses, are highly encouraged to review, as a team, all of the available Professional Development Information Sessions posted online at the THECB Accelerate TX website at: www.thecb.state.tx.us\AccelerateTX. These Information Sessions
are designed to provide Applicants with strategies for leveraging funds and creating stronger community and college partnerships. Check the Accelerate TX site through June for new postings.

8 INQUIRIES

All inquiries shall be directed to CRI@thecb.state.tx.us. Applicant must not discuss an Application with any other THECB employee unless provided written authorization by the Point of Contact. Questions must be submitted in writing via email and received no later than 5:00pm C.T. on February 26, 2015. All responses by THECB must be in writing in order to be binding. Any information deemed by THECB to be important and of general interest or which modify requirements of the RFA shall be sent in the form of an addendum to all Applicants that have submitted a Notice of Intent.

9 PROGRAM PURPOSE AND AUTHORITY

9.1 PURPOSE OF THE ACCELERATE TEXAS PROGRAM

9.1.1 The THECB is requesting Applications to implement integrated basic education workforce training programs under the Accelerate TX initiative: Accelerate Texas: Scaling and Sustaining Success during FY2015-2017. This RFA sets forth qualifications for Texas community colleges and public technical institutions of higher education as described in Subsection 3.1, interested in applying to implement a programs under Accelerate Texas: Scaling and Sustaining Success RFA.

9.1.2 Accelerate TX is an economic success initiative that supports the development of a skilled workforce in the state. The purpose of the Accelerate Texas: Scaling and Sustaining Success is to prepare unemployed and underemployed adult learners in Adult Education and Literacy (AEL) programs for career-path employment and postsecondary education in high-demand or targeted occupations or to meet employer driven regional workforce needs in Texas.

9.1.3 A successful Accelerate Texas: Scaling and Sustaining Success program will help adult learners enroll and complete entry-level job skills training through for-credit career, technical education (CTE) programs or Continuing Education (CE) programs leading to Marketable Skills Achievement awards (MSAA) and/or Level 1 certification at community colleges or two-year public technical institutions. A successful Accelerate Texas: Scaling and Sustaining Success program will provide learners an integrated career pathway from AEL into continuing education or for-credit technical education programs of study while identifying and resolving institutional barriers that hinder student progress. A successful Accelerate Texas: Scaling and Sustaining Success program will build an effective program to support adult learners, including those who are not English proficient, by providing:

(1) Career counseling;
(2) Academic counseling and basic skills development;
(3) Workforce training;
(4) Transitions counseling;
(5) Employment search and placement services (in partnership with local workforce board); and
(6) Supportive services, including case management, to help students overcome social and economic barriers so that they persist and complete the postsecondary program.

A successful Accelerate Texas: Scaling and Sustaining Success program will work closely with college, community, and workforce stakeholders to ensure that the transition, participation, and success of lower-skilled adults is seamless and effective within their proposed service area and within the career pathways identified in their proposal.

9.1.4 A successful Accelerate Texas program will provide workforce certifications in Continuing Education or for-credit programs. Seventy-five percent (75%) of the certificates offered must be identified by your college and reported under the Texas Higher Education Accountability System (visit: [http://www.txhigherereddata.org/interactive/WECM/default.cfm?CourseType=rbWECM&FICE=909090&outputtype=Screen&courseactive=Last18&errmsg=1&CFID=11515237&CFTOKEN=46930251](http://www.txhigherereddata.org/interactive/WECM/default.cfm?CourseType=rbWECM&FICE=909090&outputtype=Screen&courseactive=Last18&errmsg=1&CFID=11515237&CFTOKEN=46930251)) Twenty-five (25%) can be identified through local employer, local industry association need, or real- time labor market demand.²

The integrated career pathways developed and offered to students must be on the local workforce board’s demand occupation list and/or identified by the board through real time labor market analysis which provide current and future workforce needs in the region. Local workforce development boards have access to current and future labor market trends in their areas. For an analysis of different Real Time labor market software, see John Dorrer and Myriam Milfort’s review entitled, Vendor Product Review: A Consumer’s Guide to Real-time Labor Market Information at [http://www.jff.org/publications/vendor-product-review-consumers-guide-real-time-labor-market-information](http://www.jff.org/publications/vendor-product-review-consumers-guide-real-time-labor-market-information).

9.1.5 A successful Accelerate Texas program must identify and serve up to twenty-five percent (25%) of its population with high school diplomas and/or certificates of high school equivalency (e.g. GED) who assess at basic academic skills levels (basic academic skills education (BASE) levels) on the Texas Success Initiative Assessment (TSIA) in an ATX program.³

9.1.6 A successful Accelerate Texas Consortium will identify 2-3 colleges to provide technical assistance, mentorship, and professional development to program colleges under the Consortium to design and implement two integrated basic education and workforce training programs on each of their campuses. See 9.1.3 for an overview of the expectations for the Consortium lead and each program college under a Consortium.

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² See Appendix D for definition of Real Time Labor Market Information.
³ NOTE: If the student assessed in one or more skill areas at below developmental education levels is pursuing a Level 1 workforce certification and is eligible for federal financial aid under PELL guidelines, ATX grant funds cannot be used to support the tuition and fees associated with workforce training for these participants. However, the student can be served in an Accelerate TX integrated pathway program, and provided case management advising, and other additional supports. These students must be reported to THECB as outlined in this solicitation.
9.2 PROGRAM AUTHORITY

The Accelerate TX: Scaling and Sustaining Success grants for 2015-2017 are funded from general revenue appropriations provided from the 83rd Texas Legislature, specifically:

Rider 36. ABE Community College Grants. Out of funds appropriated in Strategy, F.1.3, ABE Community College Grants, $2,000,000 in General Revenue for fiscal year 2014 and $2,000,000 in General Revenue for fiscal year 2015 shall be used for the purpose of awarding competitive grants to community colleges and public technical institutions to increase participation and success of adult basic education students transitioning from community and federally-funded ABE programs into postsecondary education and/or training programs. Any balances as of August 31, 2014 are hereby appropriated for the same purpose for the fiscal year beginning September 1, 2014.

10 PROGRAM DESCRIPTION

The ATX grants will focus on increasing participation of AEL students transitioning to postsecondary education through integrated career pathways leading to Marketable Skills Achievement awards, and/or Level 1 certificates at public two-year institutions. A solid body of literature has emerged regarding the effectiveness of various innovative strategies to improve AEL student transition and success in postsecondary workforce training programs. ATX programs must integrate research-based practices in AEL transition to post-secondary education, certificate completion, and transition to the workforce. Key outcomes of this project will be higher rates of student enrollment in Marketable Skills Achievement awards, Level 1 and/or other certificate training programs, higher persistence and completion rates of certification programs by AEL students, and increased placement in careers with labor market demand and/or pursuit of additional post-secondary education in the selected career pathway.

11 STUDENT ELIGIBILITY

Students eligible for services under this competition may be adults (18 years and older) or out-of-school youth from 16 years old) who are English language learners scoring at National Reporting System (NRS) Educational Functioning Levels (EFL), ESL Levels 5-6 and/or native English speakers whose literacy and/or numeracy skills fall below the secondary school level (or at NRS High Intermediate Level 4) in one, two, or all three academic skill areas (reading, writing, or mathematics).

It is not the intention of the grant to pay for basic skills instruction, so programs must identify AEL partners to provide contextualized or integrated basic skills instruction in coordination with the Career Technical Education (CTE) instruction. Doing this will support the performance measures under the AEL program and build transition models for students moving from AEL to community or technical colleges. Students with high school degrees or GEDs and who score at basic skill levels but who are eligible for federal financial aid to pursue a technical training certificate are not eligible for tuition support under this grant. However, they can participate in an Accelerate TX program and will be expected to receive the wraparound services and other supports just like any ATX student. See 9.1.5.

To support AEL to postsecondary transition, priority for services will go to students who are (1) limited English proficient (NRS ESL Levels 5-6) but with high school completions from their home countries; (2) individuals without a high school diploma or its equivalent who enter a program that
will provide them instruction to complete a CTE/training (for credit) Marketable Skills Achievement
award and/or Level 1 certificate or credential while concurrently enrolled in a program
contextualized to the workforce training credential and leading to a Certificate of High School
Equivalency. The goal is that the student complete both a workforce credential and a High School
Equivalency Award through TEA (by passing the General Education Development (GED) test or its
equivalent). Students studying to pass the high school equivalency testing and taking integrated
training courses concurrently can be NRS Level 4-6.

Accelerate Texas programs must identify and serve up to twenty-five percent (25%) of their
population with high school diplomas and/or a Certificates of High School Equivalency who assess at
basic academic skills levels (basic academic skills education (BASE) levels) on the Texas Success
Initiative Assessment (TSIA) in an ATX program. (See Successful ATX programs in 9.1.)

Individuals eligible for services under this award must be United States (U.S.) citizens or individuals
authorized to work in the U.S. in accordance with federal law.

11.1 USE OF ALTERNATIVE STANDARDIZED ENGLISH LANGUAGE ASSESSMENTS.
In order to better determine student language proficiency to pursue coursework leading to
a Marketable Skills Achievement Award and/or Level 1 Certification, alternative assessments
to determine language proficiency are allowable. Suggested scores from a variety of
assessments to determine eligibility for entry are TABE-E, Reading 515-549; TABE 7-8 and 9-
10, Reading 461-523, TOEFL PBT or ITP 450 (composite) or iBT of 45-4 (composite) with
Reading score on PBT of 44-45 or iBT of 11. (Programs using other ESL assessments such as
Compass ESL or the Michigan ELP assessment should use comparable cut scores to
determine eligibility for entry.)

12 REQUIRED PROGRAM ACTIVITIES
Applicants must include the following required activities as part of their proposed program. For
those institutions applying as a Consortium as described in Section 3.1 above, the Consortium
Applicant shall describe how their respective program colleges will implement these required
activities.

12.1 PROGRAM SCHEDULE.
All program activities must begin by March 1, 2015 and be completed by June 30, 2016.

12.2 ACCELERATED PROGRAM MODELS.
Applicants should identify a minimum of two integrated career pathway models (see
description in Section 12.11) that can be implemented on their campus given institutional
partnerships, community and employer involvement, and other community partnerships
and braided resources and funding streams and strategies. Applicants can combine models
as needed to ensure expected program results.

NOTE: These assessments cannot be used to substitute for the Test of Adult Basic Education (TABE),
as required for data collection.
12.3 PARTNERSHIPS.
Two (2) partnership agreements are required to receive funding:

12.3.1 Partnership 1. Applicants must have or must establish a linkage with at least one (1) local AEL provider within their service area. Preference will be given to colleges that partner with a federally-supported AEL program that will provide contextualized basic skills support and/or bridging programs into and through the college training program (at no cost to the grant).

Providing grant funds to a federally-supported AEL program to conduct basic skills instructional services is discouraged, as these programs are funded to provide transition services including integrated education and training support. Instead, the college and AEL program should build the model together in order to leverage resources and supplement and support each other’s strengths and performance measures. NOTE: See 16.15 on Subcontracting.

12.3.2 Partnership 2. Applicants must have or must establish a partnership with the Local Workforce Development board (“LWDB”) for their region of the state. LWDBs should assist the applicant with determining the career pathways with high demand for local employers and the job skills that these local employers are seeking aligning Classification of Instructional Program (CIP) codes to standard occupational classification (SOC) codes in support of design and implementation of the integrated career pathway(s) proposed. The LWDB must also assess the eligibility of program participants for transportation, child care, or workforce training support as well as employment search and placement services upon completion of the training program.

LWDB must provide a letter confirming their support as identified above. The letter should also confirm that the proposed project will provide adult basic skills and English language training and workforce development training in an area of need by local employers as a first priority or within Texas as a second priority. LWDBs often distinguish between “demand” occupations, which are in local demand, and “targeted” occupations, which are also in demand but may pay higher wages.

Certificate courses that are not identified by the LWDB as being targeted should be justified in terms of their relevance to a clear career pathway toward a targeted occupation or toward an employer-driven or regional/community need. Letters must be attached as Attachment C-1, C-2, etc. Information on LWDBs can be found at the following link: http://www.twc.state.tx.us/dirs/wdbs/wdbweb.html.

12.4 DATA COLLECTION AND ANALYSIS.
Applicants submit data regularly in the THECB SharePoint data system. Integration of ATX student data into existing community college Student Information Systems is preferred as a complement to the SharePoint system. As needed, applicants must budget staff for data collection to support program, expenditure and data reporting and THECB cross-site evaluation data collection requirements. Applicants are expected to use the collection and analysis of this information to demonstrate impact and promote continuous program
improvement. The engagement of institutional research staff to support these efforts is also required.

12.5 PROGRAM MANAGEMENT.
We anticipate that applicants will leverage existing staff and other resources to develop a project Implementation Team that includes: Project Director or Coordinator, transition counselor or career navigator, basic skills and/or ESL instructors (from AEL partner), CTE faculty, support services personnel, institutional research/data collection staff, and others as needed. However, applicants are required to include the following key personnel (fully or partially funded through this solicitation):

12.1.5.1 Project Director. Applicants must assign a project director or coordinator at a minimum of fifty percent (50%) time to coordinate all aspects of the project (e.g. reporting, dissemination, ABE/CE/academic programming advisory committee activities, faculty development activities, etc.). Applicants are encouraged to employ a full-time project director to oversee all project activities. However, a minimum of fifty percent (50%) time is required for the project director position.

12.1.5.2 Career Navigator. Applicants must identify an individual who will spend 100% of his/her time in working with students through case management-type advising to support recruitment, retention, completion and transition to employment and further training along the career pathway. Funds for this position can be leveraged through partnerships with social service agencies and/or college advising or counseling services.

12.6 ACCELERATE TX LEADERSHIP TEAM.
Applicants must establish an Accelerate Texas Leadership Team to assist with program implementation, promote college culture change to support the full integration of AEL students into the college, help mitigate any institutional issues that may arise, and ensure sustainability of this program on each campus where the integrated basic education and skills programs are being established.

The Leadership Team will also be responsible for developing the career pathways (including aligning non-credit certificate and credit courses), helping to align various college programs and services to support student success (e.g. adult education and developmental education) and resolving any institutional policy or practice barriers that hinder student progress.

The Leadership Team will meet monthly during the program years. The Leadership Team should include the Project Director as well as deans, directors, or relevant staff of the Offices of Admissions, Registrar, Financial Aid, Continuing Education, Workforce Development, Adult Education and Literacy, Testing Center, Learning Assistance Center, Student Support Services and other offices on campus that can support students as they transition to higher education programs.

To promote long term sustainability and institutional transformation in supporting AEL to postsecondary transition, the Leadership team should include the Vice President for Academic Affairs, the CTE Dean for the selected career pathways, the Dean of Academic Success and/or Developmental Education and the Director of Institutional Research.
Applicants may utilize an existing structure or committee to address these issues, as long as all the members noted above are engaged in it and there is evidence that the ATX initiative will receive sufficient focus and attention given other priorities of the existing group.

12.7 CAPACITY BUILDING INSTITUTES TO SUPPORT PROGRAM AND STUDENT SUCCESS

To strengthen capacity to achieve results, awarded applicants will be required to participate in training and technical assistance institutes coordinated and hosted by THECB program staff in partnership with ATX mentor colleges and state and local partners. Up to two (2) face-to-face meetings (each with 1-2 overnights) will be held in Winter and Summer. Virtual meetings via webinar or conference call will also be organized. Other face-to-face sessions will depend on the college’s participation in certain professional development strands. The budget and budget narrative must include costs associated with participation in these meetings. Applicants must budget for training and technical assistance under professional services. Some of the services will be organized to support various partners, such as faculty, curriculum coordinators, and advisors, etc.

12.8 DISSEMINATION ACTIVITIES

Awarded Applicants will disseminate information about the outcomes of projects that show promise for scalability to institutions around the state. Awarded Applicants are required to participate in the following dissemination activities coordinated by the THECB: 1) at least two (2) webinars coordinated to inform institutions and policymakers about project activities and outcomes.

Applicants are encouraged to engage in dissemination activities that provide assistance and mentoring to other institutions interested in implementing similar strategies. Funding to support dissemination activities is an allowable cost under this grant competition. However, the utilization of grant funds for out-of-state travel must be approved in writing by THECB staff on a case-by-case basis.

In all dissemination activities, THECB must be recognized as partial funder of the Accelerate TX program under Program Authority (see Section 9). Leveraging funding and other resources is expected from AEL partners, workforce boards, social service agencies, community college funding or in-kind support, and/or employer support and should be recognized as well (see 12.1.3 Partnerships).

12.9 BRAIDED FUNDING

A key component of implementing and sustaining an integrated basic education workforce training program under the ATX initiative is leveraging existing funding streams and strategies.

Applicants must describe how they are braiding multiple resources to implement the proposed ATX program and promote student success. These resources might include engaging existing AEL instructors within the college or a partner agency, leveraging presently offered CTE classes to reduce faculty costs and involving the college’s current counseling and student support staff, while using the ATX resources to expand services or fill gaps. All resources will need to be quantified as part of the proposed program budget.
12.10 **SUSTAINABILITY**
Grantees must develop a program sustainability plan describing how the institution plans to maintain this program after the grant funds have been expended. It is anticipated that funded projects will build enough momentum to sustain their operation and to continue growing and influencing postsecondary success of transitioning AEL students after the end of THECB support.

Applicants should think about what it will take for a project to be transferred to new settings. Who needs to hear about the project? What type of evaluation data will be needed to demonstrate the effectiveness of the strategies? What barriers will other programs seeking to implement this strategy face and what kind of help might they need to address the barriers? Applicants should conceive their projects with such questions in mind and include activities aimed at building momentum towards project scale-up and sustainability. (See Section 14, Adequacy of Resources and Sustainability Plan.)

12.11 **ACCELERATED INTEGRATED PATHWAY PROGRAM MODELS**
Applicants must design an integrated pathway program model that includes the following required elements:

12.11.1 **ALIGNMENT WITH LABOR MARKET DEMAND.** As described above in 12.1.3.2, applicants must partner with LWDBs to obtain information on regional demand. In addition, applicants must reach out to employers in the selected career pathways with labor market demand to gain buy-in and support for this effort to meet their skilled labor needs. A letter of support from the local workforce development board is required; and letters of formal partnership with employers (e.g. MOU or contract) are encouraged.

12.11.2 **ADVISING.** One hundred percent (100%) of program participants must attend small group (5-7) and/or one-to-one advising sessions. The goal of the advising model of postsecondary transition is to raise students’ awareness of postsecondary education options and admissions processes, thereby building the learners understanding of the expectations of a college going culture. Key features of this model include: (1) dissemination of information through presentations and workshops that students may attend; (2) individual advising in addition to class or cohort advising; and (3) innovation in the participation and success of the adult learner on the college campus. This model of individual and small group advising coupled with optional presentations and workshops is similar to the admissions services offered by many colleges to prospective students. Applicants should integrate advising services with ASE and ESOL programs. Services under this component should go beyond information sharing and provide students with hands-on assistance with completing enrollment, admissions, and federal financial aid paperwork.

12.11.3 **INTEGRATED CAREER PATHWAY PROGRAM MODELS.** Models to be implemented include one or more of the following: Integrated Basic Education and Skills Training (“I-BEST”), concurrent enrollment programs (reduced team teaching or concurrent/dual enrollment model), contextualized on-ramp, or other innovative approaches to contextualized basic skills and occupational training for adult learners. A brief description of each model is presented below.
12.11.3.1 Integrated Education and Training models

**I-BEST Model:** Integrated Basic Education Skills Training (I-BEST) is an instructional model originating in Washington State that is designed to provide educational access and support for Adult English language learners and basic skills students to help them progress further and faster along career and educational pathways. I-BEST pairs AEL and career technical education (CTE) instructors in the classroom to advance student gains concurrently in both basic education content and professional-technical skills.

IBEST is defined by at least a fifty percent (50%) instructional overlap between the two instructors during the class time. Programs are to include classes that provide collegelevel credits that build toward certificates and/or degrees and prepare students for employment. Classes are held on a college campus and the ABE and ESL learners. For more on the I-BEST, see [http://www.sbctc.ctc.edu/college/e_integratedbasiceducationandskillstraining.asp](http://www.sbctc.ctc.edu/college/e_integratedbasiceducationandskillstraining.asp)

**Concurrent or dual enrollment models.** Concurrent or dual enrollment models offer variations on the I-BEST model (most notably, the reduction or elimination of team teaching while maintaining a coordinated instructional approach) that implement most but not all elements of the model. Applicants can develop these models leading to postsecondary credentials that include I-BEST core elements (essentially integrated basic skills and training) and still meet the needs of the students and conform to the required elements and outcomes of this initiative.

Concurrent enrollment approaches offer less than 50% or no overlap in instructional team teaching, but students are simultaneously enrolled in vocational training and vocational ESL or basic skills courses contextualized to support success in the vocational training program. In this approach, the basic skills instructor and the CTE instructor (along with the program coordinator and/or career navigator) meet on a daily or weekly basis to plan lessons and address student issues or concerns.

One example of concurrent enrollment are students enrolled in a Level 1 Basic Machine Operator program while also taking Mathematics for Basic Machining taught by an AEL instructor, a DE instructor, or a continuing education instructor. These instructors meet regularly for planning and to discuss student issues. The Basic Machining program may be for semester credit while the contextualized basic skills program does not offer the student credit.

12.11.3.2 Contextualized On-Ramps.

Colleges may also offer short, intensive basic skills bridge programs that are contextualized to particular occupational training pathways and that link students directly into these programs. (These are often referred to as vocational ABE or vocational ESL programs.) While these programs would occur before entry into the occupational training, they are integrated with the programs through contextualization and instructor coordination. To maintain the emphasis of the ATX initiative in accelerating adult learners into occupational training, contextualized on-
ramps should be designed to effectively propel students into training after one semester or less. Applicants may also develop contextualized on-ramps into I-BEST or concurrent enrollment programs to prepare students whose skills are initially too low to be successful in these integrated programs. Contextualized on-ramps do not replace the requirement for integrated or concurrent instruction leading to an MSA or Level 1 certification.

12.11.3.3 Alternative Program Model.
Applicants may propose an alternative model in consultation with THECB program staff. An example might include training in professional Spanish related to the certificate course in areas where ESL students will be expected to perform job tasks bilingually, such as CNA in a predominately Spanish speaking area.\(^5\)

12.11.4 STUDENT SUPPORT SERVICES (EMBEDDED IN PROGRAM MODEL)
An integral part of your program model will include a plan to create and/or expand the availability and quality of academic and career advising, financial and personal counseling, and retention services for AEL students. Applicants must provide counseling and support services during times appropriate for working adult students (i.e. evening and weekend access times). Types of support services may include: academic advising, counseling services, financial advising, career counseling, retention counseling, access to childcare, housing, or life-challenge support services (through partnering social service agency) and other wrap-around services that will increase the likelihood of student persistence and success. Applicants should explore opportunities to partner with other departments within the college, or other state agencies and/or contractors (e.g., DARS, Workforce Solutions) and social service organizations to provide student support. Student support and follow-up should continue for at least one (1) year after completion of job training.

12.11.5 AUGMENTED ACADEMIC SUPPORT (EMBEDDED IN PROGRAM MODEL)
Accelerate TX programs must include academic support activities as integral components of the program. Academic support may include tutoring, purposeful orchestration of academic and social integration, or integrated academic advising based on developmental growth theories. Applicants must include the provision for a key person(s) who monitors student success throughout their enrollment in the ATX program model through completion of their initial workforce training program and transition to further education or work, and to ensure that each student receives continuing support and encouragement.

Applicants are encouraged to recruit students for training in a learning community or cohort, which can help create relationships amongst students that offers additional academic and social supports. Other types of augmented academic support are peer support groups. Such groups offer structured academic support for participating students and are provided by experienced students trained in the facilitation of study support sessions to improve study and self-management skills, acquire a clear view of course direction and expectations, enhance understanding of the subject matter through collaborative group discussion, and prepare for assessed work and examinations.

\(^5\) [Note: English language support classes should bring students to the proficiency level necessary to communicate at the high intermediate and above level.]
Applications may not use grant funds to enroll students in non-credit study skills courses. However, applicants should consider how they might integrate college and career readiness strategies in their program model to help accelerate student academic progress and success.

12.11.6 NUMBER OF PATHWAYS AND ALLOWABLE COSTS.
Regardless of the program model(s) selected, there must be implementation of at least one (1) workforce certification program during the first year of funding and the implementation of at least one (1) additional one during the second year of funding. Payment for integrated basic skills instruction necessary for success in the CE or customized training program are allowable costs, but applicants should seek to leverage existing services of their adult education provider partner.

In all models, instructors providing academic/basic skills instructional support to students must work collaboratively with certificate training instructors to ensure that students are successful. Applicants may use grant funds to pay for up to $1,200 to support a student’s completion of an MSAA or a Level 1 certification that is listed on the institution’s course inventory and reported to THECB. Reasonable tuition costs should apply and the THECB will approve any increases above the $1,200 allowed on a case-by-case basis.

12.11.7 INTEGRATION OF THE TEXAS COLLEGE AND CAREER READINESS STANDARDS ("CCRS"). Applicants must incorporate the Texas CCRS into the content area (or show how these are already linked with applicable certification programs). Applicants should also consider how they might use the Texas Success Initiative Assessment (TSIA) to determine college readiness for students who complete an ATX program.

13 PERFORMANCE MEASURES
Applicants are required to use the Performance Measures in Appendix C, as applicable, to determine the effectiveness of proposed project activities. These represent the minimum performance measures for ATX programs. Applicants are strongly encouraged to identify additional robust performance measures that support specific strategies to implement the overall project design. These include interim measures to help track student progress toward the ultimate program outcomes.

14 SELECTION CRITERIA
The evaluation form that will be used by THECB reviewers appears as Appendix I, Application Evaluation Form.

Statement of Need and Background – 5 points  
Project Design – 35 points  
Statement of Impact – 10 points  
Quality of Management plan – 10 points  
Quality of Key Personnel – 10 points  
Evaluation Plan – 15 points
Adequacy of Resources and Sustainability Plan – 15 points
Preference points – up to 10 (see Appendix I on the Application Evaluation Form)

See below for explanation of each.

14.1 STATEMENT OF NEED AND BACKGROUND (5 points)
The statement of need must describe the extent to which specific gaps or weaknesses in services, infrastructure, or opportunities to improve the delivery and student outcomes in AEL to postsecondary transition have been identified and will be addressed by the proposed ATX initiative. The Applicant must provide data on the performance measures outlined in Appendix C for AY 2010-2013.

The Applicant must use a mix of local, regional, and statewide data to support the statement of need. The statement of need should focus on increasing college participation of AEL students and, particularly, adults holding secondary credentials from their home countries but who are not fluent in English. The statement of need must include detailed demographic information on the number of students expected to be served by this project. The applicant must include information on the number of local GED awards for the last four (4) program years and data on the number of GED students in the region who transition to postsecondary education.

In two (2) pages or less, please provide an overview of any prior or current efforts of the Applicant institution, including actual results, to increase student participation and success for AEL students transitioning to postsecondary education/workforce training programs and address the needs outlined above.

14.2 PROJECT DESIGN (35 points)
At a minimum, the Project Design must answer the following:

a) The goals, objectives, and outcomes of the integrated program, and how these will be achieved by the proposed ATX program. Clearly specify how the goals, objectives, and outcomes will address or resolve the problem or need you have identified in 14.1.

b) The extent to which the proposed Accelerate TX program is a part of a comprehensive college-wide effort to promote student access, completion, and success, improve teaching and learning, and support rigorous academic standards for all students.

c) How the proposed Accelerate TX program reflects up-to-date knowledge of evidence-based practices from research and effective practice in adult and developmental education.

d) How the proposed Accelerate TX program addresses the Required Activities and Program Components, including:
1) Two (2) or more integrated career pathways selected as the areas of focus. Please describe the current and anticipated future demand in these pathways (including both entry level jobs and additional occupations along the career ladder) and how demand for these occupations was determined. Provide the Classification of Instructional Program (CIP) codes for each MSAA and/or Level 1 certificate and its aligned Standard Occupational Classification (SOC) code. Use the following to determine the certificate programs reported to the Coordinating Board under CB00M:

The Degree/Certificate Clearinghouse provides Level 1 certificates reported by institutions:
http://www.txhighereddata.org/interactive/CTCClearingHouse/search.cfm

The Need Course Inventory provides the CIP codes associated with courses identified as local needs:

2) The integrated program model(s) selected for implementation in the identified workforce pathways. Please describe how this model will address all the required program elements outlined in subsection 12.2 to accelerate college persistence and success, including alignment with labor market demand, advising, integration of the Texas CCRS, augmented academic support and other student support services. Describe how the proposed project will improve the availability and quality of student support services for AEL students especially for those working students with barriers to participation and access to service.

3) Explain how students will be recruited to participate in the program. Describe how the Applicant will ensure that the required number of participants are recruited (based on the size of your community or technical college) in an integrated or concurrently enrolled basic skills with CTE program during the grant period.

4) Identify the key external partners, including the required AEL provider and the LWDB in the region, and the roles they will play in this project.

5) Identify any capacity-building challenges or professional development needs anticipated in the design and implementation of your college’s ATX programs.

6) The dissemination activities that will be implemented in the ATX program. Describe how these dissemination activities go beyond THECB sponsored efforts to provide information, assistance and mentoring to other Texas higher education institutions interested in implementing similar program models.
14.2.1 Notes on the Project Design
The project design must include a visual of the design of the proposed career pathway model(s) that you will establish at your college. Keep in mind that in developing your models with your partners, you focus on the overall AEL to postsecondary transition piece. A general overview of career pathways and the elements of a career pathways programs, visit http://www.coabe.org/html/pdf/DICP_CP101.pdf, and an example of a career pathway can also be found in the appendix of the Rider 29 and the Rider 28 reports found on the THECB Adult Education Transitions page: www.thecb.state.tx.us\adultedtransitions. These pathway models should only be viewed as samples; each applicant should provide a more specific career pathway model relevant to, their program design, the labor market demand in their communities, and their campus resources that will address the required program components as described in this RFA.

14.3 STATEMENT OF IMPACT (10 points)
Applicants must describe the alignment of project goals and potential impact of the Accelerate TX program in helping meet statewide goals as well as institutional goals of Closing the Gaps and Beyond Closing the Gaps targets.

14.4 QUALITY OF MANAGEMENT PLAN (10 points)
At a minimum, the management plan must address the following:

a) How the project will be managed, including identifying the Project Director or Coordinator and who the other members of the internal Implementation Team will be and their roles.

b) The extent to which the time commitments of the project director and other key project personnel are appropriate and adequate to meet the objectives of the proposed Accelerate TX program.

c) The adequacy of the management plan to achieve the objectives of the proposed Accelerate TX program on time and within budget, including clearly defined responsibilities, timelines, and milestones for accomplishing project tasks.

d) The members of the ACCELERATE TX Leadership Team and their roles in providing both strategic leadership and implementation assistance in this project.

14.4.1 Notes on Quality of Management Plan
The management plan must include a timeline as Attachment A with milestones for accomplishing project tasks clearly identified for the entire project period.

14.5 QUALITY OF KEY PERSONNEL (10 points)
An Applicant shall briefly describe the qualifications, including relevant education, training, and experience, of key personnel, including but not limited to the project director, and the amount of time each will devote to the Accelerate TX program.
An Applicant must provide the process by which faculty/staff have been or will be selected to administer and teach in the project. Successfully awarded grantees will leverage community partners to engage faculty who are professionally trained and experienced in teaching basic education and adult ESL students in college academic programs or in college level English for Specific Purposes programs.

As supplementary information, one-page curriculum vitae (CV) must be attached as Attachment B-1, B-2, including but limited to the number of CVs attached, when specific key personnel are proposed. Otherwise, position descriptions that include the criteria for hiring may be substituted for vitae.

14.6 QUALITY OF EVALUATION PLAN (15 points)
At a minimum, the narrative must address the following:

14.6.1 The evaluation plan must provide a description of how the goals and objectives of the ACCELERATE TX will be evaluated (see Appendix E for sample evaluation plan chart).

14.6.2 The extent to which the methods of evaluation include the use of objective performance measures that are clearly related to the intended outcomes of the project and will produce quantitative and qualitative data.

14.6.3 The extent to which data for the required performance measures will be collected, analyzed, utilized in continuous program improvement, and reported according to THECB requirements. Additionally, how the design for implementing and evaluating the proposed Accelerate TX program will result in information to demonstrate the effectiveness of the approach or strategies employed by the Accelerate TX program and facilitate possible replication of key project activities or strategies.

14.6.4 Methods used to gather the data, complying to FERPA requirements, and integration into existing Student Information Systems.

14.6.5 Notes on Quality of Evaluation Plan

14.6.5.1 Comprehensive Evaluation. Evaluation activities must be included in the project timeline and included in the Program Evaluation Plan, Appendix E. Applicant’s evaluation design must be comprehensive, providing both formative and summative data on student progress and faculty participation. Applicant must include a short description of individuals responsible for conducting the evaluation and their qualifications, including required Institutional Research (IR) staff. An external evaluator is not required but is strongly recommended for programs with limited IR capacity.

14.6.5.2 Cross Site Evaluation. THECB will conduct a cross-site evaluation. Awarded Applicants agree to participate in this type of evaluation. Applicants must have the authority and capacity to gather, review, and report to THECB the 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.

14.6.5.3 **Follow up Activities.** Applicant must indicate what follow up activities they will conduct with participants after program completion and placement, and the nature of those activities, to expand data collection about program impact.

14.7 **ADEQUACY OF RESOURCES AND PROGRAM SUSTAINABILITY (15 points)**
At a minimum, the Applicant must demonstrate commitment and adequacy of resources in the requested budget to reasonably implement the proposed activities and achieve the desired outcomes. How will various resources be aligned to build capacity to support implementation and yield results that will extend beyond the period of the grant?

Applicants must discuss in detail plans to sustain the proposed project at the end of the grant period. Consider the following questions when addressing the capacity of your institution to design, implement, and sustain an integrated education and training program:

- How does the applicant demonstrate commitment and outline the adequacy of resources and extent to which requested budget is reasonable in relation to the proposed activities and outcomes?

- Does the applicant provide a detailed budget and accompanying budget narrative outlining the direct, in-kind, matching, or cost-sharing funds or resources to be utilized in the design, implementation, and sustainability of the program model?

- How does the applicant demonstrate commitment and adequacy of resources in relation to meeting statewide goals of Closing the Gaps, institutional Closing the Gaps targets, and goals and targets of the Accelerated Action Plan for Closing the Gaps by 2015?

- Does the applicant discuss in detail plans to sustain the proposed project beyond the grant period? Does the applicant provide examples on how institutional or other funding or resources will be leveraged to support the development and sustainability of the ATX initiative at their college?

- Does the applicant allocate an appropriate portion of the total grant award and cost sharing resources toward the salary for the Project Director, Project Co-Director, and/or additional key personnel (See Section 12.1.5)?

- Does the applicant allocate an appropriate portion of the total grant award, either through proposed program, institutional funds, or partner resources for purchase and administration of TABE pre/post assessments and, if applicable, the Texas Success Initiative Assessment (TSIA), for the minimum number of students served under the RFA?

- Does the applicant demonstrate the commitment to utilize funding streams and strategies, including leveraging community and institutional partners to support the administrative and operational costs associated with the sustainability of at least two integrated education and training pathway models under the ATX initiative beyond the grant period?

- Does the applicant demonstrate the capacity to scale the model, not only at their college, but within their district?

14.7.1 **INDIRECT COSTS PROHIBITION.** No Indirect Costs are allowed under this grant.
14.8 COMPETITIVE PREFERENCE POINTS
Up to 10 competitive preference points are possible under this solicitation. Please see Appendix I, Application Evaluation Form, for a description of these points.

15 APPLICATION FORMAT AND CONTENT

15.1 APPLICATION FORMAT
15.1.1 Applications must be typed, double-spaced, on 8 1/2" x 11" paper, clearly legible, with all pages sequentially numbered and submitted electronically in a single .PDF (Portable Document) format, no larger than 5MB. The proposed Applicant’s name and “THECB 2015-2017 Adult Basic Education Innovation Grant” must be typed at the top of each page. Do not use a font smaller than 11.

15.1.2 Applicant shall submit an Application according to the Selection Criteria outlined under this RFA. See Appendix F for List of Required Information.

15.2 COVER SHEET
In the format provided in Appendix G, Cover Form, list contact information for the Program Director and Co-Director (if applicable) and the Institutional Representative authorized to submit an Application on behalf of the institution.

15.3 TABLE OF CONTENTS
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 15.4 through 15.7.

15.4 TRANSMITTAL LETTER
A Transmittal Letter addressed to the Point of Contact (see Subsection 1.3) that identifies the person or entity submitting the Application and includes a commitment by that person or entity to carry out the proposed project as described in this RFA is required by THECB.

The letter must specifically identify that the Application is in reference to THECB 2014-2016 Adult Basic Education Innovation Grant. The letter must include “full acceptance of the terms and conditions described in this Request for Applications and the anticipated State Grant Agreement” by the Applicant.

For those institutions submitting Consortium applications, as described in Section 3.1 above, the Transmittal Letter must include “full acceptance of the terms and conditions described in this Request for Applications and the anticipated State Grant Agreement” by the Consortium Applicant and the respective program colleges participating in the Consortium.

Any exceptions must be specifically noted and clearly identified by Section and Applicant’s proposed alternative must also be provided in the letter. If any Applicant takes a “blanket exception” to this entire RFA or does not provide proposed alternative language, the Applicant’s Application may be disqualified from further consideration. 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.”
Additionally, the Transmittal Letter must be signed by a person legally authorized to bind the Applicant and shall include the following items:

15.4.1 Proposed eligible student population to be served; and

15.4.2 Indication that the Application is good for ninety (90) days.

Any terms and conditions attached to an application will not be considered unless specifically referred to in this RFA, and Applicant’s attachment of such terms and conditions to an Application may disqualify the Application.

15.5 ABSTRACT
The Abstract, limited to two hundred (200) words, highlights key points of the proposed ACCELERATE TX PROGRAM. The Abstract must include the identification of the Applicant, the defined goals and objectives, the number of students to be served, and a brief rationale for selected strategies to achieve the goals and objectives.

15.6 NARRATIVE
The Narrative of the Application must not exceed thirty (30) pages. The Narrative must include the information as outlined in Section 14, Selection Criteria.

15.7 BUDGET
THECB will negotiate an award with an Awarded Applicant for an Accelerate TX: Scaling and Sustaining Success program for up to $125,000 for a single Applicant and up to $1.5 million for a Consortium working with up to three (3) very large program colleges. The applicant must include a proposed budget for year one and year two through August 31, 2016, which should include leveraged resources and/or funds. In the format provided in Appendix H, Program Budget, Applicant must provide a budget and budget narrative for their ATX program.

Applicants must budget fifty percent (50%) of the requested grant award for year one and fifty percent (50%) for year two. Indicate matching funds and in-kind services that will be used to support this project in the budget narrative.6

INDIVIDUAL PROGRAM COLLEGE APPLICANTS

Brief explanations of program budget line items are provided below:

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6 NOTE: Each program college in a Consortium should complete the budget template in Appendix H and provide the same requested information as a single applicant to the Consortium lead. A Consortium should utilize the template found in Appendix HH to indicate how they will utilize their additional funds to support new or continuing ATX programs on their campuses. A final budget will be negotiated between Awarded Applicant and THECB within the maximum award allowed per college size (see Section 2)
15.7.1 **Project Director or Co-Director.** Include salaries projected for the managing director (see Subsection 12.1.5) and co-director(s) employed by the Awarded Applicant to implement the Accelerate TX program.

15.7.2 **Other Professional Staff.** Other professional staff including college/career navigator and/or transition counselors or advisers, etc.

15.7.3 **Support Staff.** Include salaries for support staff such as secretarial, clerical, or other classified staff supporting the administration of the Program.

15.7.4 **Work-Study Interns.** Include work-study internships if Applicant elects to receive funding and incur costs for Associate of Arts in Teaching (“AAT”) or education students to assist in the delivery of instruction.

15.7.5 **Fringe Benefits.** Since state community colleges and technical institutions are funded through state appropriations, those fringe benefits likely will be paid from another account. For Applicant, include on this line only those fringe benefits projected to be paid from grant funds.

15.7.6 **Travel.** In addition to travel costs associated with the local program, include the cost of two (2) members representing the ACCELERATE TX PROGRAM making two (2) overnight trips to Austin, Texas to participate in capacity building institutes per grant year (See section 12.1.7), and travel costs for two (2) members to participate each year in THECB (or partnering entities) organized Dissemination Activities (see Subsection 12.1.8).

15.7.7 **Professional or Other Fees.** Include fees paid to consultants, tutors, evaluators, or other non-staff persons necessary to provide appropriate services for the Program. Include work-study interns in item 15.7.4 above.

15.7.8 **Tuition and Fees** (if applicable). Include costs associated with an integrated program of study leading to (1) a recognized marketable skills achievement award stackable to a Level 1 certificate and higher, (2) a Level 1 certificate stackable to further education and training in the field, or (3) a local certificate, employer/nationally recognized certificate with demonstrated value in the regional labor market and leading to a Level 1 certificate. (NOTE: See Part 12, Required Program Activities and 12.2, Accelerated Integrated Pathway Program Models for information on certificate types.)

15.7.9 **Other Direct Costs.** Include other direct costs to implement the Program including faculty/student materials, supplies, and non-capital expenses necessary for successful project implementation.

**NOTE:** Fundable activities include the following:
- Program staff salaries and fringe benefits;
- Dissemination activities;
- Student tuition, fees and other course related fees (up to $1200 per student in a CE CTE program leading to an MSAA or a Level 1 certificate);
• Reasonable student testing fees related to project implementation and credential attainment;
• Program staff travel;
• Stipends for CTE and AEL course/class planning;
• Subcontracting costs (if prior approval given by THECB);
• General program supplies;
• Instructional materials;
• Information technology instructional resources that incorporate established best practices for integrated instruction with AEL and CTE faculty;
• Technology used primarily for the delivery of supplementary instruction; and
• Faculty training, college/career navigator and/or transition advisor training, and professional development and meeting/planning times for instructors implementing Accelerate TX programs.

Brief explanations of Consortium budget line items are provided below:

**CONSORTIUM APPLICANTS**

15.7.1c **Consortium Lead or Co-Lead Coordinator.** Include salaries projected for the managing coordinator (see Subsection 12.1.5) and co-coordinator(s) employed by the Awarded Applicant to implement the Accelerate TX program.

15.7.2c **Other Professional Staff.** Other professional staff including college/career navigator and/or transition counselors or advisers, etc.

15.7.3c **Support Staff.** Include salaries for support staff such as secretarial, clerical, or other classified staff supporting the administration of the Program.

15.7.4c **Work-Study Interns.** Include work-study internships if Applicant elects to receive funding and incur costs for Associate of Arts in Teaching (“AAT”) or education students to assist in the delivery of instruction.

15.7.5c **Fringe Benefits.** Since state community colleges and technical institutions are funded through state appropriations, those fringe benefits likely will be paid from another account. For Applicant, include on this line only those fringe benefits projected to be paid from grant funds.

7.6c **Travel.** In addition to travel costs associated with the local program, include the cost of two (2) members representing ATX making two (2) overnight trips to Austin, Texas or other major metropolitan city to participate in capacity building institutes per grant year (See section 12.1.7), and travel costs for two (2) members to participate each year in THECB (or partnering entities) organized Dissemination Activities (see Subsection 12.1.8), and travel to support program college technical assistance and support.

7 [**NOTE:** Consortium leads have a percentage of administrative dollars from the program colleges to support Consortium coordination and travel. The Consortium also has a small amount to support their own ATX program. Use the Consortium Budget Template (Appendix HH) to show how these funds will be expended.]:

15.7.7c Professional or Other Fees. Include fees paid to consultants, tutors, evaluators, or other non-staff persons necessary to provide appropriate services for the Program. Include work-study interns in item 15.7.4c above. May support consultant and professional development costs to support the Consortium Program colleges.

15.7.8c Tuition (if applicable). Include costs associated with an integrated program of study leading to (1) a THECB recognized marketable skills achievement award stackable to a Level 1 certificate and higher, (2) a THECB recognized Level 1 certificate stackable to further education and training in the field, or (3) a local certificate, employer/nationally recognized certificate with demonstrated value in the regional labor market and leading to a Level 1 certificate. (NOTE: See Part 12, Required Program Activities and 12.2, Accelerated Integrated Pathway Program Models for information on certificate types.)

15.7.9c Other Direct Costs. Include other direct costs to implement the Program including faculty/student materials, supplies, and non-capital expenses necessary for successful project implementation.

15.7.10(c) Cost-sharing or matching funds. See Section 3.2 and Section 12.1.9.

NOTE: Fundable activities include the following: Same as those listed above for program colleges.

16 PROVISIONS AND ASSURANCES

16.1 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.

16.2 APPLICATION DELIVERY AND LATE APPLICATIONS
16.2.1 Applications must be submitted by an authorized agent of the Applicant Institution.
16.2.2 Applications shall be considered to be "on time" if they are received on or before the established deadline date and time. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadline outlined in this RFA.

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 request 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.

16.3 CONFLICT OF INTEREST
Applicants agree to comply with applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under an Agreement pursuant to this RFA. Applicants warrant that it has no interest and will not acquire any direct or
Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA.

Applicants further acknowledge and agree that there is a continuing duty to disclose to THECB promptly any relationship that might be perceived or represented as a conflict after its discovery. 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. Awarded Applicant is responsible for providing information for any current and/or future conflicts of interests that may arise. The applicant is required to report all such information as soon as it becomes aware of the conflict of interest. As allowed by applicable law, failure to do so can be a valid reason for THECB to terminate the Award.

16.4 PAYMENT TERMS

16.4.1 Twenty-five percent (25%) of Year One funds will be provided upon execution of the contract in order to assist in funding the start-up activities, fifty percent (50%) of Year One funds will be provided upon receipt of the six month interim program, expenditure, and data submission reports, and a satisfactory review of project data submitted to THECB Planning and Accountability, reviewed and approved by THECB staff. Twenty-five percent (25%) of Year One funds will be provided after review and approval of the final Year One program, data, and expenditure reports (received no later than July 15, 2015).

Fifty percent (50%) of Year Two funds will be provided upon successful enrollment and completion numbers of students in integrated pathways and the submission of Year Two program, expenditure, and data reports (due on or about December 2015), twenty-five percent (25%) of Year Two funds will be provided upon receipt of May 2016 expenditure, data, and program reports, and twenty-five percent (25%) of Year Two funds will be provided after review and approval of the final program, data, and expenditure reports (received no later than July 15, 2016).

16.4.2 Awarded Applicant shall provide interim expenditure, data, and progress reports on dates to be determined and set forth in the contract. Awarded Applicant shall provide a final Year One expenditure and project report no later than July 15, 2015, and a final expenditure and project report no later than July 15, 2016.

Upon delivery of the final Year One expenditure, data, and project report, THECB shall approve or reject each expenditure item within twenty (20) working days of the receipt of the report, and shall notify Awarded Applicant in writing of any deficiencies in the reports and allow a reasonable period of time in which to correct said deficiencies.

Before the first payment of funds is made available for Year Two, the Program must demonstrate that Year One funds have been appropriately expended and the program evaluation demonstrates successful outcomes for the first program year as determined by
the THECB evaluation staff. However, the final payment shall be based upon actual expenditures for the Program, up to the amount provided for in the Contract.

16.5 SUPPLANTING PROHIBITION
A grant awarded under this RFA may not be used to replace federal, state, or local funds, but may be used to expand an existing program. A proposed Accelerate TX program must either initiate new services or supplement and enhance existing initiatives.

16.6 REIMBURSEMENT FOR INSTRUCTIONAL COSTS PROHIBITION – NOT APPLICABLE

16.7 INDIRECT COSTS PROHIBITION
No Indirect Costs are allowed under this grant.

16.8 CONTRACT
16.8.1 Contracts will be negotiated with those institutions that are successful Applicants, who are selected through the evaluation process. Submission of an Application confers no rights or guarantee 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 from Applicant at any time, and failure to respond within three (3) business days is cause for rejection of an Application.

16.8.2 Upon execution of a Contract resulting from this RFA, the term ‘Applicant’ shall have the same meaning as ‘Awarded Applicant.’ Likewise, the terms ‘Request for Applications” and ‘Application’ shall have the same meaning as the terms ‘Contract’ or “Grant Award.”

16.9 PROPRIETARY INFORMATION
During the performance of the program 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 and/or a public school district. These data shall be handled in a method that concurs with all FERPA (see Appendix D, Definitions) regulations and guidelines.

Applicant agrees to comply with FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99 and Texas laws regarding personal confidential information. 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.

16.10 RELEASE OF INFORMATION BY AWARDED APPLICANT
16.10.1 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 proposed Contract.

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

16.11 RELEASE OF APPLICATION INFORMATION BY THECB
16.11.1 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.

16.11.2 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 part of the Contract and becomes public record. Therefore, such information is subject to disclosure under the Texas Public Information Act unless an exception under the Texas Public Information Act is applicable.

16.11.3 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. Identification of proprietary information shall be clearly marked in the Application at each page it appears. Such markings shall be in boldface type of 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.

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

16.12 NONCOMPLIANCE
The THECB may revoke an institution’s participation in the program and terminate the Contract, as outlined under Subsection 16.13, based on the following factors:
16.12.1 Noncompliance with requirements and assurances outlined in the RFA and/or the provisions of this Section.

16.12.2 Lack of program success as evidenced by progress reports and program data.

16.12.3 Failure to meet performance standards specified in the RFA.

16.12.4 Failure to provide accurate, timely, and complete information as required by the Board to evaluate the effectiveness of the program.

16.12.5 Refusal to serve eligible participants as outlined under this RFA.

16.13 AMENDMENT AND TERMINATION

16.13.1 Amendment. Any amendment or change to the Contract performance requirements that becomes necessary shall be accomplished by a formal Contract amendment mutually signed and approved by duly authorized representatives of Awarded Applicant and THECB. Parties to the Contract will not be bound by any oral statements, agreements, or representations contrary to the written Contract requirements and terms and conditions.

16.13.2 THECB Right to Terminate for Cause. 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 a failure to perform the work under the Contract to the THECB’s satisfaction within the time specified herein or any extension thereof. Any instance of noncompliance as defined by Subsection 16.12 shall constitute a material breach. THECB may 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 right as may be available to it by law or in equity.

16.13.3 Interpretation. The Contract may be terminated in the event that federal or state laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of the Contract on the part of either party, wholly unreasonable, impossible or unlawful. If the parties cannot 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 (i.e., Project Period) 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.
16.13.4 Effect of Termination. As consistent with applicable law, upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue its work on the Project (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.

16.13.5 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.

16.14 NOTICE
All notices required to be given hereunder shall be in writing. 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.

16.15 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. THECB program staff will review language of subcontracts with program colleges in a Consortium to ensure required elements under this RFA are being met by the subcontract. 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.

16.16 LIABILITY AND INDEMNIFICATION
16.16.1 LIABILITY
16.16.1.1 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.

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

16.16.1.3 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:
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.

16.16.2 INDEMNIFICATION

16.16.2.1 (Not applicable to state agencies.) To the extent allowed by law, Awarded Applicant agrees to indemnify, defend and hold harmless 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.

16.16.2.2 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.

16.16.2.3 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.

16.17 OWNERSHIP OF WORK

16.17.1 COPYRIGHT:
When copyrightable material is developed in the course of or under this Contract, the Awarded Applicant is free to copyright the materials or permit others to do so. THECB (and the federal government, to the extent this Contract utilizes federal funds) 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 Contract and

(2) any rights of copyright to which a the Awarded Applicant (or any subgrantee or subcontractor of the Awarded Applicant) purchases ownership with Contract funds.

In no event shall the Awarded Applicant (or any subgrantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, and independent institutions of higher education (as the terms “institution 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 Contract funds or in any work developed under the Contract.

16.17.2 DATA:
The THECB (and the federal government, to the extent this Contract utilizes federal funds) has the right to: (1) obtain, reproduce, publish or otherwise use the data first produced under this Contract 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 subgrantee or subcontractor of the Awarded Applicant) charge other Texas state agencies, institutions of higher education, and independents institutions of higher education (as the terms “institution 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 Contract.

16.17.3
Upon any request by THECB for the remittance of any work papers or work product, Awarded Applicant shall immediately remit such work papers or work product. Any failure to immediately remit such work papers or work product shall be considered a breach of the Contract.

16.17.4
To the extent allowed by law, Awarded Applicant shall indemnify and hold harmless THECB and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney’s fees), arising out of or in any way connected with any claim that the work performed by Awarded Applicant infringes any intellectual property rights or other rights of any third party, except to the extent such claim arises from a breach by THECB.
16.18 **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. Neither THECB’s review, approval, acceptance of, nor payment for any of the services provided in the Contract 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 services required by the Contract.

16.19 **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.

16.20 **INSPECTIONS**

Throughout the effective period of a Contract resulting from this RFA, all work products shall be subject to inspection and test by authorized THECB representatives.

16.21 **AUDIT AND ACCESS TO RECORDS**

16.21.1 Pursuant to Texas Government Code 2262.154, Awarded Applicant acknowledges that acceptance of funds under the Contract, or indirectly through a subcontract under this Grant Award, acts as acceptance of the authority the State Auditor’s office, THECB or any successor agency, as well as any external auditors selected by the State Auditor’s office, THECB or any auditors selected 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.

16.21.2 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 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.

16.21.3
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 thirty (30) days of receipt of notice from THECB of overpayment. Awarded Applicant’s failure to comply with this “Audit and Access to Records” section shall constitute a material breach of the Contract.

16.22 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.

16.23 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.

16.24 REPORTING REQUIREMENTS
In addition to reporting requirements set forth in Subsection 16.4, Awarded Applicant shall be required to participate in the project evaluation to be conducted by THECB-contracted Evaluator(s). The final payment of the grant funds shall not be awarded until satisfactory completion of all reports and requested information is provided to the THECB and/or the THECB-contracted Evaluator(s). Reporting format may be provided by THECB or THECB-contracted Evaluator(s) to Awarded Applicant. THECB or the THECB-contracted Evaluator(s) shall provide templates for reporting and standard data entry, as well as transmission instructions and program evaluation templates that may be required for evaluation of this project. Templates may include
16.24.1 A Standard Intake Form for collecting student information.
16.24.2 Student survey and instructions for submitting survey information.
16.24.3 Financial Expenditure reports.
16.24.4 Standard evaluation forms for collecting data during and/or upon completion of the program.

16.25 STATE FISCAL COMPLIANCE GUIDELINES
The standard financial management conditions and uniform assurances set out in the following pages are applicable to all grants, cooperative agreements, contracts and other financial assistance arrangements executed between state agencies, local governments and any other subrecipient not specifically excluded by state or federal law. Applicant agrees to follow the Uniform Grant Management Standards, including all of its applicable conditions and State Assurances (“UGMS”) (UGMS is herein incorporated for all purposes into this Grant Award) as well as other applicable federal or state funding source laws (e.g., if federal funds are being used the applicable OMB Circulars are herein incorporated for all purposes into this Grant Award). All applicable conditions and uniform assurances can be found at http://governor.state.tx.us/files/state-grants/UGMS062004.doc.
APPENDIX A: RIDER 36

General Appropriations Act, S.B. 1, 83rd Texas Legislative Session, Art. III, Higher Education Coordinating Board, Pg. III-55

36. ABE Community College Grants. Out of funds appropriated above in Strategy, F.1.3, ABE Community College Grants, $2,000,000 in General Revenue for fiscal year 2014 and $2,000,000 in General Revenue for fiscal year 2015 shall be used for the purpose of awarding competitive grants to community colleges and public technical institutions to increase participation and success of adult basic education students transitioning from community and federally-funded ABE programs into postsecondary education and/or training programs. Any balances as of August 31, 2014 are hereby appropriated for the same purpose for the fiscal year beginning September 1, 2014
APPENDIX B: CORE INDICATORS OF EFFECTIVENESS

Mission: Student Progress
Core Indicator 1  Student Goal Attainment
Core Indicator 2  Persistence
Core Indicator 3  Graduation Rates
Core Indicator 4  Student Satisfaction

Mission: General Education
Core Indicator 5  Success in Subsequent and Related Course Work
Core Indicator 6  Program Learning Outcomes and Mastery of Discipline
Core Indicator 7  Demonstration of General Education Competencies

Mission: Outreach
Core Indicator 8  Regional Market Penetration Rates
Core Indicator 9  Responsiveness to Community Needs

Mission: Workforce Development
Core Indicator 10  Placement Rates
Core Indicator 11  Licensure and Certification Pass Rates
Core Indicator 12  Employer Satisfaction With Graduates
Core Indicator 13  Client Satisfaction With Programs and Services

Mission: Contribution to the Public Good
Core Indicator 14  Value Added to the Community

Mission: Transfer Preparation
Core Indicator 15  Transfer Rates
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*Core Indicators of Effectiveness for Community Colleges, 3rd Edition*
## APPENDIX C: PERFORMANCE MEASURES

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Performance Measures</th>
<th>Data Grantee Provides</th>
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<tbody>
<tr>
<td><strong>Success</strong></td>
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<tr>
<td>Increase the number of students that transfer from an AEL program to postsecondary institutions</td>
<td>Number of AEL or basic skills students that complete training in ATX program compared to prior years</td>
<td>• Number of students enrolled in training program from AEL or with basic skills in prior years vs. implementation year;</td>
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<tr>
<td>Increase in the number of students that earn an MSAA or a Level 1 or continuing education certificate from the AEL population</td>
<td>Number of students that earned a Level 1 or continuing education certificates</td>
<td>• Number of students that complete the training program;</td>
</tr>
<tr>
<td>Increase the number of students that obtain employment in the training area or continue in higher education in the same career pathway.</td>
<td>Number of students that obtain employment, transfer to further training along the career pathway, and/or enter college coursework.</td>
<td>• Number of AEL students transferring;</td>
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<td></td>
<td>• From an AEL program and into a training program;</td>
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<td></td>
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<td>• Number of AEL students that complete the training program;</td>
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<td>• Number of students that earn an MSAA, Level 1 certificate or continuing education certificate (established per employer or workforce demand) by program type;</td>
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<td>• Number of students that obtain employment’</td>
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<td>• Number of students that obtain employment in the training area;</td>
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<td>• Number of students that continue in higher education in that field.</td>
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<td><strong>Support</strong></td>
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<td>Build organizational capacity by adding or enhancing the structured activities or opportunities for participant to receive advising, counseling, or mentoring services.</td>
<td>Percent of structured activities or opportunities for participants to receive advising, counseling or mentoring services</td>
<td>• Number of structured activities or opportunities for advising, counseling, or mentor services prior to program implementation;</td>
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<td>• Number of structured activities or opportunities for advising, counseling or mentor services after program implementation;</td>
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<td>• Number of participant contacts with advisor, counselor or mentor prior to program implementation</td>
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<td></td>
<td>• Number of participant contacts with advisor, counselor, or mentor after implementation of the program</td>
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<tr>
<td><strong>Institutional Change</strong></td>
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<tr>
<td>Increase the organizational capacity to establish integrated career pathway programs, (e.g. integrated education and training) in career, technical, education programs at the college.</td>
<td>Percent of ATX programs across colleges within district compared to non-ATX; Percent of non-grant resources (including but not limited to funding) in support of faculty, students, and staff implementing ATX programs.</td>
<td>• Number of programs established and sustained on the campus;</td>
</tr>
<tr>
<td>Increase the number of partnerships across campus and community that support students in integrated education and training programs.</td>
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<td>• Number of campuses in a district establishing programs.</td>
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<tr>
<td></td>
<td></td>
<td>• Number of new or developing partnership with workforce, employers, social service and government agencies to support high student need population</td>
</tr>
</tbody>
</table>
APPENDIX D: DEFINITIONS

The following definitions shall apply:

Accelerate Texas (ATX): A brand that describes an integrated career pathways model for lower skilled adults and youth who score at the high intermediate ESL level (literacy/reading) or low intermediate basic education level (reading/numeracy). The model includes Adult Education and Literacy (AEL) integrated with career and technical training that allows students to acquire skills leading to credentials of value in their regional labor market.

Academic Course Guide Manual (ACGM): This is the official list of courses approved for general academic transfer that may be offered by public community and technical colleges in Texas. Available: http://www.thecb.state.tx.us/AAR/UndergraduateEd/WorkforceEd/acgm.htm

AEL: Adult Education and Literacy

AEL Consortium (Consortium): A partnership of educational, workforce development, social service entities and other public and private organizations that agree to partner, collaborate, plan, and apply for funding to provide AEL and related support services. Consortium Members include an AEL Grant recipient, AEL Fiscal Agent, an AEL Lead Organization of a Consortium and AEL Service Provider(s). A Consortium may include a Board, but Board membership is not required.

AEL Fiscal Agent: An entity that is assigned financial management duties as outlined in an Agency-AEL grant and may be assigned this function as a member of an AEL Consortium.

AEL Service Provider: An entity that is eligible to provide AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003. AEL Service Providers include: (A) a local educational agency; (B) a community-based organization of demonstrated effectiveness; (C) a volunteer literacy organization of demonstrated effectiveness; (D) an institution of higher education; (E) a public or private nonprofit agency; (F) a library; (G) a public housing authority; (H) a nonprofit institution that is not described in (A) - (G) and has the ability to provide literacy services to adults and families; and (I) a consortium of the agencies, organizations, institutions, libraries, or authorities described in (A) - (H).

AEL student: Out-of-school individuals who have attained 16 years of age (federal funding) or who are beyond compulsory school attendance age of 18 years of age (state funding) and (1) function at less than a secondary school completion level; (2) lack a secondary school credential; or (3) are unable to speak, read or write in English.

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.

Adult Basic Education Innovation Grant (ABE-IG) – For the purposes of this RFA, an ABE-IG is defined as a program administered by an Applicant that integrates basic skills development and workforce training. Basic skills instruction may include a contextualized GED or a contextualized ABE or ESL on-ramp coupled
with a technical training program. Workforce training programs offered should be based upon the need of
the local area as a primary emphasis and statewide as a secondary emphasis. The Texas CCRS must be
incorporated into the curriculum and instruction for all Accelerate TX programs.

**Adult Education and Family Literacy Act (AEFLA):** Title II of the Workforce Investment Act of 1998 (20
U.S.C. § 9201 et. seq), the enabling legislation which establishes, defines and funds federally supported
adult basic education programs

**Adult Secondary Education (ASE):** Comprehensive secondary instruction below the college credit level
in reading, writing and literature, mathematics, science and social studies, including functional context,
and instruction for adults who do not have a high school diploma or its equivalent.

**Applicant:** A Texas community college or public technical institution of higher education submitting an
Application for a Accelerate TX: Scaling and Sustaining Success proposal 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.

**Associate of Arts in Teaching (AAT):** Board-approved collegiate degree program consisting of lowerdivision
courses intended for transfer to baccalaureate programs that lead to initial Texas teacher certification.

**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.

**Bridge programs:** Instruction offered to students who are transitioning from AEL or lower level DE
programs that prepare them for entry into specialized programs such as Integrated Education and Training
or college credit coursework. Bridge instruction includes, but is not limited to, self-awareness, job
exploration, goal-setting, college awareness, employability and work-readiness skills, critical thinking skills,
learning frameworks and learner leadership skills.

**CIP Codes: Classification of Instructional Programs.** The Texas CIP codes are used to identify degree and
certificate programs, courses, and declared majors on the reports and inventories of the THECB. For more
information, visit: [http://www.txhighereddata.org/Interactive/CIP/](http://www.txhighereddata.org/Interactive/CIP/)

**Career Pathways Model:** A program model that consists of a series of connected education and training
strategies and support services that enable individuals to secure industry relevant certification and obtain or
retain employment within an occupational area and to advance to higher levels of future education and
employment in that area. Typical components of a career pathways approach include the following:

- Alignment of AEL or secondary and postsecondary education with workforce development systems and
  human services;
- Rigorous, sequential, connected, and efficient curricula that “bridges” courses to connect basic education and
  - Skills training and integrate education and training;
  - Multiple entry and exit points;
  - Comprehensive support services, including career counseling, child care, and transportation;
• Financial supports or flexibility to accommodate the demands of the labor market to allow individuals to meet their ongoing financial needs and obligations;
• Specific focus on local workforce needs, aligned with the skill needs of targeted industry sectors important to local, regional, or state economies, and reflective of the active engagement of employers;
• Curriculum and instructional strategies appropriate for adults that make work a central context for learning and work readiness skills;
• Credit for prior learning and other strategies that accelerate the educational and career advancement of the participant;
• Organized services to meet the particular needs of adults, including accommodating work schedules with flexible and non-semester-based scheduling, alternative class times and locations and the innovative use of technology;
• Services that have among their goals a focus on secondary and postsecondary industry recognized credentials, sector specific employment and advancement over time in education and employment within a sector; and
• A foundation upon and management through a collaborative partnership among workforce, education, human service agencies, business and other community stakeholders.

**Certification:** A credential awarded by a certifying body based on an individual demonstrating through an examination process that he or she has acquired the designated knowledge, skills, and abilities to perform a specific job. The examination can be written, oral or performance-based. Certification is a time-limited credential that is renewed through a recertification process. (See also Educational Certificate.)

**Co-enrolled student:** A student enrolled in both AEL services and a career and technical education program or other postsecondary education coursework.

**College knowledge:** The body of knowledge that includes, but is not limited to, the purposes, types, costs, and admissions requirements of college, as well as the academic and behavioral expectations of the college culture.

**Commission:** The body of governance of Texas Workforce Commission composed of three (3) members appointed by the Governor as established under Texas Labor Code § 301.002 that includes one (1) representative of labor, one (1) representative of employers and one (1) representative of the public.

**Community College Peer Groups:** Visit [http://www.txhighereddata.org/Interactive/Accountability/CC_Groups.pdf](http://www.txhighereddata.org/Interactive/Accountability/CC_Groups.pdf) for a list of colleges based on their peer group (e.g. very large, large, medium, and small).

**Cost sharing:** This is defined as project costs not borne by grant funds. Cost sharing funds may come from an outside source in the form of cash contributions, volunteer services, or donated property; from the institution’s own funds (e.g., personnel effort without salary recovery); or from shared resources or facilities. If the award is federal, only acceptable non-federal costs qualify as cost sharing.

**Direct-cost cost sharing:** This is the provision of faculty and staff time and related fringe benefits, dedicated equipment, tuition, computer support, and other resources as direct support for the project. Commitments made by departments, organizations, or partnering agencies must be detailed in the proposal and appropriate approvals must be provided.
**Educational certificate:** A credential awarded by a training provider or educational institution based on completion of all requirements for a program of study, including coursework and tests or other performance evaluations. Certificates are typically awarded for life, as with a university or college degree. Unlike industry-based certifications, such as a Microsoft or Cisco certification, certificates are earned through seat time in a classroom in occupational skills training while industry-based certifications are awarded based on performance on a test, irrespective of where the learning occurs. Certificates resemble degrees as follows: They are awarded mainly by public, two-year schools or private, for-profit, non-degree granting business, vocational, technical and trade schools. Certificates are typically classified by length of program. Short-term certificates, such as Level 1 Certificates, take less than a year; while Level 2 certificates take one and two years to complete. Certificates of attendance or participation in a short-term training (e.g., 1 day) are not in the definitional scope for educational certificates. (See also Certification.)

**Educational Functioning Level (EFL):** The system used by the National Reporting System (NRS) to measure educational gain. Each EFL describes a set of skills and competencies that students entering at that level can do in the areas of reading, writing, numeracy, speaking, listening, and functional and workplace areas. Student assessment scores place them in an EFL. When used in the context of the NRS, ABE students have EFLs that include Beginning ABE Literacy, Beginning Basic ABE, Low Intermediate ABE and High Intermediate ABE.

**English as a Second Language program:** An instructional program designed to help adults who are limited English proficient achieve competence in the English language.

**English Language/Civics (EL Civics):** Federally funded program that provides English language and civics instruction to adult education students. Civics education means an educational program that emphasizes contextualized instruction on the rights and responsibilities of citizenship, naturalization procedures, civic participation, and U.S. history and government to help students acquire the skills and knowledge to become active and informed parents, workers, and community members.

**English Literacy (EL) Instruction:** Instruction designed to help adults with limited English proficiency achieve competence in the English language. (See English as a Second Language.)

**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.

**General Education Development GED®:** The test used for high school equivalency examinations in Texas. Upon passing all four (4) of the exams, the test-taker will be issued a Certificate of High School Equivalency.

**Guidelines for Instructional Programs in Workforce Education (GIPWE)** – This manual provides guidelines for the design, development, operation, and evaluation of credit and non-credit workforce education programs. The GIPWE defines the workforce education credentials/awards that can be offered in higher education institutions in Texas. For more information, visit: [http://www.thecb.state.tx.us/index.cfm?objectid=8C5EA43A-EECC-C9F8- C7250D5DD5C9DD27](http://www.thecb.state.tx.us/index.cfm?objectid=8C5EA43A-EECC-C9F8-C7250D5DD5C9DD27)
**High School Drop-Out Recovery Program:** Program that identifies and recruits students who dropped out of Texas public schools and provides them services designed to enable them to earn a high school diploma or complete an alternative path to college by demonstrating college readiness. Attributes of the model include a wide array of academic and social supports, including child care and transportation, open entry to and open exit from program, a variety of instructional programming, including online courses, multiple scheduling options, including weekend and evening classes.

**In-kind contributions:** These contributions represent the value of non-cash contributions provided by the University or non-federal third parties to a sponsored project when such contributions directly benefit that project and are generally counted as cost sharing.

**Integrated Basic Education and Skills Training Program (I-BEST):** A nationally recognized model from Washington State that quickly boosts students' literacy and work skills so that students can earn credentials, obtain living wage jobs, and put their talents to work for employers. The model combines basic skills and professional technical instruction so that basic skills students can enter directly into college-level coursework. In the I-BEST model, adult education instructors and college technical faculty jointly design and teach college-level occupational classes that admit adult education students. Also key to this model is careful planning so that I-BEST classes lead to college credentials and into jobs that are in demand.

**Integrated Education and Training (IET) Program:** An IET Program combines occupational skills training with AEL services to increase the educational and career advancement of participants. AEL Students co-enroll in both occupational skills training and adult education services. Adult education services must be below postsecondary skills levels. Occupational skills training is typically offered by a postsecondary institution but this is not a requirement of an IET Program. Accelerate TEXAS and I-BEST are well-known examples of an IET Program.

**Learning Frameworks:** Curriculum designed to improve students' understanding of the learning process and their ability to succeed in educational environments. Students use strategic learning, cognition, and motivation models to understand their own strengths and weaknesses as strategic learners and learn academic skills to help them become more successful learners.

**Level 1 Certification program:** A program consisting of at least 15 but no more than 42 semester credit hours (23-63 quarter hours) designed to be completed in one year or less.

**Limited English Proficient (LEP):** Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or “LEP.” These individuals may be entitled to language assistance with respect to a particular type or service, benefit or encounter.

**Literacy:** As defined by AELFA § 203, (20 U.S.C. § 9202(12)), “an individual's ability to read, write, and speak in English, compute, and solve problems at levels of proficiency necessary to function on the job, in the family of the individual and in society.”

**Local Workforce Development Board:** Created pursuant to Texas Government Code § 2308.253 and certified by the Governor pursuant to Texas Government Code § 2308.261. There are 28 Boards in Texas.
Marketable Skills Achievement Award - A credit program of 9-14 semester credit hours or a workforce continuing education program of 144-359 contact hours. They meet minimum standard for program length specified in the federal Workforce Investment Act, but are too short to qualify as certificate programs on the Coordinating Board program inventory.

Matching funds: These are raised from non-federal outside sources to increase the level of support provided by the funding agency. Such funds must be identified by the donor or funding source for use as matching funds.

National Reporting System (NRS): The accountability system for the federally funded, Stateadministered adult education program. The goal of the NRS is to produce a set of measures that describe AEL Students and the outcomes they achieve due to their participation.

National Reporting System Guidelines (NRS Guidelines): The NRS Guidelines addresses the accountability requirements of AEFLA, and describe measures to allow assessment of the impact of adult education instruction, methodologies for collecting the measures, reporting forms and procedures, and training and technical assistance activities to assist states in collecting the measures.

Office of Career, Technical and Adult Education (OCTAE): An office of the Department of Education that administers and coordinates programs that are related to adult education and literacy, career and technical education, and community colleges. OCTAE was formerly referred to as the Office of Vocational and Adult Education (OVAE).

Professional development (PD): The acquisition of skills and knowledge both for professional and for career advancement. Professional development encompasses all types of facilitated learning opportunities, such as workshops, conferences and informal learning opportunities situated in practice.

Postsecondary education: A course, program of study, or class including postsecondary education, job training or occupational skills program that builds on prior services or training received.

Real Time Labor Market Information: “…labor market intelligence derived from the analysis of job postings and resumes placed into public and private labor exchanges. It is real time because it can be based on data pulled from the Internet on a daily basis. It is labor market intelligence because it can provide indications of supply and demand trends, emerging occupations, current and emerging skill requirements, and market-based demand for education and certifications” (Vollman 2010). In James Vollman, “Real-Time LMI.” Presentation as part of Putting America to Work: Presentations on the Essential Role of Federal Labor Market Statistics. Washington, DC: Brookings. Available: http://www.brookings.edu/~/media/research/files/speeches/2010/9/27%20labor%20statistics%20reamer/0927_labor_statistics_vollman.pdf

TEA: Texas Education Agency

Texas Educating Adults Management System (TEAMS): Current web-based management information system for adult education in Texas. The system is made up of data collected according to state and federal definitions and is entered by local providers who receive AEL funds.
**Texas Success Initiative Assessment (TSIA):** College placement assessment and diagnostic tool designed to help 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 other coursework offered by the institution.

**Texas Workforce Solutions:** Texas Workforce Solutions comprises the TWC statewide network of 28 boards for regional planning and service delivery, their contracted service providers and community partners, and the TWC unemployment benefits Tele-Centers. Workforce Solutions Offices, sometimes referred to as One Stop Workforce Centers, offer an array of services that include job placement services, such as training programs and child care assistance for eligible customers, and employer services, such as job posting/placement and labor market research.

**TexTESOL:** Texas Teachers of English to Speakers of Other Languages

**THECB:** Texas Higher Education Coordinating Board

**Tier 1 Training:** Core training that an AEL service provider must deliver to their employees as required by their agency grant, including but not limited to, test administration, goal setting, integrating career awareness, basic TEAMS usage and program-specific policies regarding student recruitment, orientation and documentation.

**Tier 2 Training:** Adult learning training offered through the PD Center to assist AEL service providers in improving instructional and performance outcomes. PD Center specialists and contract trainers may deliver this training.

**Tier 3 Training:** Specialized training offered through the PD Center with agency approval that is usually facilitated by nationally or internationally recognized adult education SMEs and organizations.

**Transitions or Bridge program:** In general these types of programs may include a preparatory class students are required to take before entering into an integrated education and workforce training program. These may include (1) an intensive or non-intensive preparatory class students are required to take before entering into postsecondary technical training or certificate program; or (2) a college preparation or college bridge class taken prior to a student’s enrollment in a postsecondary institution degree program. Transition advisors, working with students in these programs, ensure their career goals, personal goals, life situation, and academic abilities align to their transition to postsecondary education.

**TWC:** Texas Workforce Commission

**TWIC:** Texas Workforce Investment Council

**Workforce Education Course Manual (WECM):** The WECM is a web-based inventory of Coordinating Board-approved workforce education courses that are available for use by public two-year colleges in workforce certificates and associate of applied science degrees. The WECM is available at: [http://www.thecb.state.tx.us/AAR/UndergraduateEd/WorkforceEd/wecm/](http://www.thecb.state.tx.us/AAR/UndergraduateEd/WorkforceEd/wecm/)
APPENDIX E: PROGRAM EVALUATION PLAN

<table>
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<th>Project Evaluation Plan</th>
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<tr>
<td><strong>Goal</strong></td>
<td><strong>Activities/Strategies</strong></td>
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<tr>
<td>1. Cover Sheet</td>
<td>Subsection 15.2</td>
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<tr>
<td>2. Table of Contents</td>
<td>Subsection 15.3</td>
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<td>3. Transmittal Letter</td>
<td>Subsection 15.4</td>
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<tr>
<td>4. Abstract</td>
<td>Subsection 15.5</td>
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<tr>
<td>5. Narrative</td>
<td>Subsection 15.6</td>
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<tr>
<td>6. Program Budget</td>
<td>Subsection 15.7</td>
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**Attachment A: Program Timeline**

**Attachment B: Curriculum Vitae/Job Descriptions**

**Attachment C: Partnership Agreements**

**Attachment D: Data**
### APPENDIX G: COVER FORM

| 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: |  |

| Applicant Certification |  |
| Authorized Signature: |  |
| Printed Name and Title: |  |
| Date: |  |
## APPENDIX H: PROGRAM BUDGET

<table>
<thead>
<tr>
<th>I. RFA Budget Line Item</th>
<th>II. Item Description</th>
<th>III. Purpose and Explanation</th>
<th>IV. Percent of Time on Project</th>
<th>V. Request for Year 1</th>
<th>VI. Request for Year 2</th>
<th>VII. Total amount for Grant Period</th>
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<tr>
<td>15.7.1</td>
<td>Project Director or Co-Director</td>
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<tr>
<td>15.7.2</td>
<td>Other Professional Staff</td>
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<td>15.7.3</td>
<td>Support Staff</td>
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<td>15.7.4</td>
<td>Work-Study Interns</td>
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<td>15.7.5</td>
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<td>15.7.6</td>
<td>Travel</td>
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<td>Professional or Other Fees</td>
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<td>TOTAL COSTS</td>
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## APPENDIX HH: CONSORTIUM BUDGET TEMPLATE

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<th>V. Request for Year 1</th>
<th>VI. Request for Year 2</th>
<th>VII. Total amount for Grant Period</th>
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<td>15.7.3c</td>
<td>Support Staff for Consortium</td>
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<td>15.7.4c</td>
<td>Work-Study Interns</td>
<td></td>
<td></td>
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<tr>
<td>15.7.5c</td>
<td>Fringe Benefits</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>15.7.6c</td>
<td>Travel for Program College Coordination and THECB meetings</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>15.7.7c</td>
<td>Professional or Other Fees</td>
<td></td>
<td></td>
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<tr>
<td>15.7.8c</td>
<td>Student Tuition and Fees (For Lead College ATX Prog.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.7.9c</td>
<td>Program College Funds</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>TOTAL COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### APPENDIX I: APPLICATION EVALUATION FORM

<table>
<thead>
<tr>
<th>Component</th>
<th>Comments</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Statement of Need (Total Pts: 5)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Describes the extent to which specific gaps or weaknesses in services, infrastructure, or opportunities have been identified and will be addressed by Accelerate TX. Consider the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Is the nature and magnitude of gaps or weaknesses appropriate for the proposed Accelerate TX program?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Is local need identified with clear data?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Is comparative state and national data included?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Is information provided on the how applicant proposes to increase participation of adult basic education students, including those not fluent in English?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• If applicable, is four years of GED award history for the program included? If applicable, does GED award history provide demographic data on the participants?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Project Design (Total Pts: 35)** | | |
| Addresses at a minimum the following: | | |
| • Are the goals, objectives, and outcomes clear, measurable, and logically linked to the need? | | |
| • Is the Accelerate TX Program part of a comprehensive college-wide effort to promote student access, completion, and success, improve teaching and learning, and support rigorous academic standards for students? | | |
| • Does the Accelerate TX program design reflect up to date knowledge from research and effective practice? | | |
| • Does the Accelerate TX program address the Required Activities and Program Components (Section 12), including o Identification of 2 or more occupational pathways with demonstrated demand; | | |
| o Selection of an integrated pathway model to accelerate college persistence and success through advising, use of CCRS, augmented academic support and other student support services; | | |
| o Improvement of the availability and quality of student support services for AEL and adult working students; | | |
| o Strategies for recruiting students into the program; | | |
| o Engagement of key external partners, especially at least one AEL provider or social service agency and the local Workforce Development Board; | | |
| o Identification of the capacity-building challenges or professional development needs that the project team anticipates; | | |
| o Dissemination activities that the project will undertake, including providing information, assistance and mentoring to other Texas colleges interested in similar strategies. | | |

| **Statement of Impact (Total Pts: 10)** | | |
| Describes the alignment of project goals and potential impact of the proposed ACCELERATE TX PROGRAM in helping to meet the statewide and institutional targets for Closing the Gaps by 2015. | | |

| **Quality of Management Plan (Total Pts: 10)** | | |
| Describes the management plan. Consider the following: | | |
| • Does the management plan describe how the project will be managed, including who the Project Director or Coordinator is, who the other members of the internal Implementation Team are and their roles? | | |
| • Are the time commitments of the project director and other key personnel appropriate to the project? | | |
| • 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? | | |
| • Does the management plan identify the members of the ATX Leadership Team and their roles in providing both strategic leadership and implementation assistance in this project? | | |
| • Does the management plan include a timeline (Attachment A)? | | |
## Quality of Key Personnel (Total Pts: 10)
Describes the qualifications (education, training, experience) of key personnel. Consider the following:
- Are curriculum vita or position descriptions (if no specific personnel are proposed) attached (Attachment B-1, B-2, etc.)?
- 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?

## Quality of Evaluation Plan (Total Pts: 15)
Describes the evaluation plan, which includes how the goals and objectives of the proposed Accelerate TX program will be evaluated. Consider the following:
- Are the anticipated activities or strategies aligned to achieve the ATX 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?

## Adequacy of Resources and Sustainability Plan (Total Points: 15)
Applicant must address the following in their proposal:
- How does the applicant demonstrate commitment and outline the adequacy of resources and extent to which requested budget is reasonable in relation to the proposed activities and outcomes;
- Does the budget, the budget narrative, and any supporting documents related to how and what type of cost-sharing, in-kind contributions, or matching funds will be utilized to support the design, implementation, and sustainability of this program?
- How does the applicant demonstrate commitment and adequacy of resources in relation to meeting statewide goals of Closing the Gaps, institutional Closing the Gaps targets, and goals and targets of the Accelerated Action Plan for Closing the Gaps by 2015 and beyond?
- Does the applicant discuss in detail plans to sustain the proposed project beyond the grant period? Does the applicant provide examples on how institutional or other funding or resources will be leveraged to support the development and sustainability of the ATX initiative at their college?
- Does the applicant allocate an appropriate portion of the total grant award and cost sharing resources toward the salary for the Project Director, Project Co-Director, and/or additional key personnel (See Section 12.1.5)?
- Does the applicant allocate an appropriate portion of the total grant award, either through proposed program, institutional funds, or partner resources for purchase and administration of TABE pre/post assessments and, if applicable, the TSIA, for the minimum number of students served under the RFA?
- Does the applicant demonstrate the commitment to utilize funding streams and strategies, including leveraging community and institutional partners to support the administrative and operational costs associated with the sustainability of at least two integrated education and training pathway models under the ATX initiative beyond the grant period?
- Does the applicant provide a way to monitor, document, and build a comprehensive braided funding strategy to support students ineligible for federal or state financial aid?
- Does the applicant demonstrate the capacity to scale the model, not only at their college, but within their district?
<table>
<thead>
<tr>
<th>Overall Score (without Competitive Preference Points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTE: See below for Competitive Preference Points</td>
</tr>
</tbody>
</table>

| Applicant: : |
| Evaluator Number: |
| Date: |

**Competitive Preference Points**  
Please justify each additional point in the comment column.

**10 Additional Points Possible**

<table>
<thead>
<tr>
<th>Competitive Preference Points (Total Pts: 2) awarded to Applicants who partner (MOU) with one (1) adult literacy provider receiving funds from the Adult Education and Family Literacy Act (AEFLA) to provide basic skills support at no cost to the grant (in support of an integrated basic skills/CTE program).</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Competitive Preference Points (Total Pts: 2) awarded to Applicants that provide Participants with a tuition reduction for certificate, continuing education, and customized training programs paid with grant funds up to the maximum allowed by Texas Law.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Competitive Preference Points (Total Pts: 2) (1) awarded for applicants that are part of a consortium of two (2) or more community colleges establishing integrated workforce training/basic skills support programs on their campuses (must have a letter from a lead college coordinating professional development support and logistics for colleges in the consortium);</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Competitive Preference Points (Total Pts: 2) awarded to Applicants who propose to develop a credit-bearing integrated pathway and/or articulate their non-credit pathway with credit pathways so that students can earn up to 12 credit hours for work completed under a comparable Continuing Education program.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Competitive Preference Points (Total Pts: 2) awarded to Applicants who provide Letters of formal agreement (MOU) with employers (one (1) points per agreement letter). Letters with employers to provide at least ten percent (10%) of program graduates with internships, externships, apprenticeships, or other on-site work training or work experience are preferred.</th>
</tr>
</thead>
</table>

**TOTAL SCORE with PREFERENCE POINTS**

**Overall Comments and Recommendation for Funding**
### APPENDIX J: ACCELERATE TX 2010-2014 COHORTS

<table>
<thead>
<tr>
<th>Institution</th>
<th>Start Year</th>
<th>Top 3 Certificates Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cohort I</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alamo Colleges*</td>
<td>Sep 2010</td>
<td>Nurse Aide, Community Health Worker, Construction Trades</td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Jan 2011</td>
<td>Nursing Aide, Administrative Assistant, HVAC</td>
</tr>
<tr>
<td>El Paso Community College**</td>
<td>Dec 2010</td>
<td>Selling Skills and Sales Operation (Bilingual), Commercial Vehicle Operation, Nurse Aide</td>
</tr>
<tr>
<td>Houston Community College*</td>
<td>Oct 2010</td>
<td>Medical Records Administration, Computer Support Specialist, Medical Records Tech</td>
</tr>
<tr>
<td>Lone Star College System*</td>
<td>Jan 2011</td>
<td>Nurse Aide, Phlebotomy Tech/Phlebotomist, Welding Technology, CNC Machining</td>
</tr>
<tr>
<td>San Jacinto College District**</td>
<td>June 2011</td>
<td>Accounting Technology/Technician, Nurse Aide, Welding</td>
</tr>
<tr>
<td>Tarrant County College District</td>
<td>Sep 2010</td>
<td>Logistics, Materials, and Supply Chain Mgmt, Computer Numerically Controlled (CNC) Machinist Tech, Mining and Petroleum Technician</td>
</tr>
<tr>
<td>TSTC – Harlingen**</td>
<td>Oct 2010</td>
<td>Phlebotomy Technician/Phlebotomist, Emergency Medical Technology/Technician (EMT Paramedic)</td>
</tr>
<tr>
<td><strong>Cohort II</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alamo Colleges</td>
<td>Oct 2011</td>
<td>A number of Allied Health Pathways; Building/Property Maintenance, Industrial Maintenance, Automation Engineer Tech</td>
</tr>
<tr>
<td>Amarillo College*</td>
<td>Jan 2011</td>
<td>Nurse Aide, Medical Assistant, Commercial Vehicle Operation, Automotive Mechanics Tech, CNC Basic Operator</td>
</tr>
<tr>
<td>El Centro College (DCCCD)**</td>
<td>Jan 2012</td>
<td>Nurse Aide, Business Admin, Management and Operations, Community Health Services</td>
</tr>
<tr>
<td>Hill College**</td>
<td>Oct 2011</td>
<td>Admin Assistant, Automotive Mechanics Tech, Industrial Mechanics and Maintenance Tech</td>
</tr>
<tr>
<td>South Texas College*</td>
<td>Jan 2012</td>
<td>Nurse Aide, Phlebotomy Tech/Phlebotomist, Emergency Medical Technician (EMT Paramedic)</td>
</tr>
<tr>
<td>Tyler Junior College**</td>
<td>Oct 2011</td>
<td>Nurse Aide, Medical/Clinical Assistant, Medical Office Assistant</td>
</tr>
<tr>
<td>Wharton County Junior College**</td>
<td>Jan 2012</td>
<td>Medical/Clinical Assistant, Medical Office Assistant/Specialist, Administrative Assistant</td>
</tr>
<tr>
<td><strong>Cohort III</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blinn College</td>
<td>Jan 2013</td>
<td>Medical Assistant, Machine Tool Technology</td>
</tr>
<tr>
<td>College of the Mainland*</td>
<td>Jan 2013</td>
<td>Welding Technology, Medical Records Technology, HVACR</td>
</tr>
<tr>
<td>Texarkana College</td>
<td>Jan 2013</td>
<td>Nurse Aide, Airframe Mechanics and Aircraft Maintenance Technician, Welding Technology</td>
</tr>
<tr>
<td><strong>VAST Consortium</strong></td>
<td></td>
<td>Laredo: Mining and Petroleum Tech, Commercial Vehicle Operation</td>
</tr>
<tr>
<td>Alamo Colleges (Lead College) Program Colleges: Laredo Community College, Southwest Texas Junior College, Victoria College, Coastal Bend College</td>
<td>Jan 2013</td>
<td><strong>Southwest TX</strong>: Medical/Clinical Assistant, Nurse Aide&lt;br&gt;<strong>Victoria</strong>: Nurse Aide, Commercial Vehicle Operation, Welding Technology/Welder&lt;br&gt;<strong>Coastal Bend</strong>: Welding Technology</td>
</tr>
</tbody>
</table>

*Accelerate TX Mentor College<br>**No longer receiving grant funds; sustaining some element of integrated education training model (e.g. ATX)
APPENDIX K: **SAMPLE CONTRACT** – SINGLE APPLICANT

STATE OF TEXAS §
COUNTY OF TRAVIS §

Grant Agreement using State Funds

Section 1.0 Parties

This agreement ("Agreement") is entered into by and between the TEXAS HIGHER EDUCATION COORDINATING BOARD (THECB), an agency of the State of Texas, hereinafter designated "THECB" or "Funding Agency" and <<College Name>>, hereinafter designated "Grantee." At times, the THECB and the Grantee are referred to singularly as "Party" and plurally as "Parties".

Funding Agency: Texas Higher Education Coordinating Board

Grantee: <<Name and Address of Grantee College>>

Section 2.0 Term of Agreement

THECB shall reimburse Grantee for the reasonable and approved costs by THECB incurred by Grantee in connection with the project to be performed during the period beginning **upon execution of the Agreement** and ending 8/31/2016 ("Agreement Term") with the option to extend the Agreement term, under a separate amendment, to 8/31/2017 depending on Grantee performance on deliverables and availability of appropriated funds. The term "Agreement" or "Contract" may be used throughout this document as having the same meaning.

Section 3.0 Purpose and Project Description

The purpose of the Accelerate Texas program is to increase participation and success of adult basic education students in workforce training programs at community colleges and public technical institutions. Accelerate TX programs focus on preparing educationally disadvantaged, unemployed and underemployed adults for career-path employment and post-secondary education in high-demand jobs in Texas.

Grants are awarded on a competitive basis in accordance with THECB procedures. Grants awarded under this competition will focus on vocational English as a second language, vocational adult basic education, workforce readiness, entry-level job skills training, and Level 1 certificate training or recognized and reportable marketable skills achievement awards at community colleges and public technical institutions.

Applicants are required to partner with at least one adult literacy provider and their Local Workforce Board (LWB).Accelerate TEXAS, funded by the THECB, aims to strengthen and expand the quality and number of high performing career pathways into and through postsecondary education and training for lower skilled adults. Accelerate Texas is a key strategy to support the state in reaching its goals around increasing the participation and success rates of Texas residents in higher education.

3.1 Required Program Activities: During the Agreement Term, the Grantee shall carry out the following project ("Project" or "Agreement Project") during the Agreement Term:

1. Grantee will focus on preparing unemployed and underemployed adults for career-path employment and post-secondary education in high-demand or targeted occupations or employer-driven regional needs in Texas.

2. Grantee will focus, as a priority, on serving lower skilled students without a secondary school credential or its equivalent in integrated entry-level job skills training including Level 1 certificate training programs at community colleges and public technical institutions that are aligned with to one or more of the following: contextualized GED prep classes, contextualized or vocational basic skills classes, vocational ESL or vocational focused lower-level Developmental Education classes.

3. Grantee will develop and sustain, at their institution, a minimum of two career pathway programs designed to support lower skills students in integrated education and training programs under the Accelerate TX program.
4. Grantee will provide support and educational services to ensure that a minimum of \(<\text{NUMBER TO}\rangle\) complete a workforce training certificate or a workforce training credential program and that these students earn a workforce training certificate reportable to the THECB under CBM00M or CBM009.

5. As federally supported Adult Education and Literacy (AEL) providers or as partners and providers under an AEL Consortium, Grantee is required to develop collaborative recruiting, orientation, advising, and contextualized vocational GED, vocational ABE and vocational ESL as required by the proposed career pathways program design leveraging federal Adult Education and Literacy funds as required by the design. Grant awards are intended to supplement not supplant federal funds designated to provide traditional ABE, ASE, GED, or ESL services including services to transition students to postsecondary education and training programs.

6. Grantee is required to partner, and establish collaborative recruiting, referral, and support networks with the Local Workforce Development Board (“LWDB”) and local employers.

7. Grantee must be a part of leadership council on their campuses or within their district that addresses the successful participation, integration, and completion of students in integrated education training program under Accelerate TX.

8. Grantee must make an effort to braid funding, as described and defined in the Request for Application, from a variety of resources to maximize student participation and success in postsecondary education and/or training.

9. Grantee must enter and maintain student, cohort, and program level data required by THECB through SharePoint and following the schedule as outlined in the Accelerate TX reporting manual.

10. Grantee must submit reports and information to THECB within the timeline provided by the THECB evaluation team or, if delinquent, within ten (10) business days after receipt of the THECB’s request, excluding holidays. The Grantee agrees that all reports provided to the THECB or its representative shall reflect properly the facts, and those reports may be relied upon as being complete and accurate.

11. Grantee must recognize the funding provided by THECB and general information on statewide goals of the program when presenting to groups internal or external to the campus/college district. Use of the THECB logo and Accelerate Texas logo on presentation material is encouraged. THECB owns all rights, title and interests in the THECB and Accelerate Texas logos.

12. Grantee must cooperate fully with the THECB contracted evaluation team. While an external evaluator is not required under this RFA, it is highly encouraged. If one is utilized, each Grantee will make its external evaluator available to the THECB evaluation team upon request. The evaluation team and the Coordinating Board program manager will also be available for the Accelerate TX program evaluators at their request.

13. Grantee must work with THECB partners at Jobs for the Future (JFF) and are expected to follow any technical assistance plans provided to them by their coaches or by the team lead at JFF. In the event that JFF is not available for technical assistance, Grantee must work with a THECB designated mentor college for technical assistance and professional development support.


Section 4.0 Agreement Amount and Payment

The total amount to be reimbursed to Grantee by THECB pursuant to this Agreement shall in no event exceed the sum of \(<\text{NUMBER TO}\rangle\) ("Agreement Amount").

Payments under this Agreement are subject to the availability of appropriated funds. Submission of an expenditure report shall constitute Grantee’s certification that the Project has been performed in accordance with this Agreement.

Fifty percent (50%) of Year One funds will be provided to the Grantee upon execution of the contract in order to assist in funding start-up activities, twenty-five percent (25%) of Year One funds will be provided upon receipt of (1) the career pathways program report by the Grantee within the first 60 days of receipt of a signed contract, and (2) the satisfactory review of project data submitted to THECB through SharePoint (as applicable), reviewed and approved by THECB staff. Twenty-five percent (25%)...
of Year One funds will be provided after review and approval of the final Year One program, data, and expenditure reports (received no later than June 30, 2015). Payments for Program Year Two will be provided on the same basis.

Grantee shall provide interim expenditure, data, and progress reports on dates to be determined and agreed upon with THECB in writing. Grantee shall provide a final Year One expenditure and project report no later than July 15, 2015, and a final expenditure and project report no later than July 15, 2016. Upon delivery of the final Year One expenditure, data, and project report, THECB shall approve or reject each expenditure item within twenty (20) working days of the receipt of the report, and shall notify Grantee in writing of any deficiencies in the reports and allow a reasonable period of time in which to correct said deficiencies. However, the final payment shall be based upon actual expenditures for the Program, up to the amount provided for in the Agreement. Before the first payment of funds is made available for Year Two, the Program must demonstrate that Year One funds have been appropriately expended and the program evaluation demonstrates successful outcomes for the first program year as determined by the THECB evaluation staff.

To the extent there is any advancement of funds, this is necessary to enable the Grantee to fully perform its obligations.

Section 5.0 Certain Certifications

Grantee further certifies the following:

Grantee must make full disclosure to THECB if it intends to subcontract with a former employee/retiree of the THECB during the term of this Agreement. Any former employee/retiree selected by the Grantee for subcontracting shall not perform work on the Project until prior written approval is received from THECB.

Pursuant to Section 2255.006(b) of the Texas Government Code, Grantee certifies that it has not been, during the five-year period preceding the date of this Agreement: (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, 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, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

Section 6.0 Terms and Conditions

A. Termination: As consistent with applicable law, THECB may, by written notice to Grantee, terminate this Agreement, in whole or in part. For example, THECB may terminate if: (a) THECB is not reasonably satisfied with Grantee’s Project; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Agreement, through no material fault of THECB. If Grantee fails or refuses to perform its obligations under this Agreement, THECB may exercise any and all rights as may be available to it by law or in equity.

Non-Appropriation: As consistent with applicable law, this Agreement may be terminated immediately if funds allocated to THECB should become reduced, depleted, or otherwise unavailable during the Agreement Term and to the extent that THECB is unable to obtain additional funds for such purpose.

B. Effect of Termination: As consistent with applicable law, upon any termination, all indemnities, including without limitation those set forth in this Agreement, as well as Agreement provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of this Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all Project work immediately upon the effective date of termination. THECB shall be liable to Grantee for that portion of the Project work 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 Agreement requirements. In the event of termination, THECB reserves the right to negotiate another award if it is in the state’s best interest.
C. Amendment: This Agreement may be modified only by written amendment executed by the Parties hereto. Fees and expenses included as part of an amendment must be pre-approved by THECB to be eligible for payment and reimbursement.

D. Indemnification: To the extent allowed by law, Grantee shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and THECB, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys’ fees and court costs, arising out of, connected with, or resulting from any acts or omissions of Grantee or any agent, employee, subcontractor, or supplier of Grantee in the execution or performance of this Agreement. Grantee shall coordinate its defense with the Texas State Auditor’s office, as requested by THECB.

This subsection is not intended to and shall not be construed to require Grantee to indemnify or hold harmless the State of Texas or THECB for any claims or liabilities resulting solely from the negligent acts or omissions of THECB or its employees.

Intellectual Property Indemnification: Additionally, if Grantee requires or desires to use any design, trademark, device, material, software, or process covered by letters of patent or copyright which is selected by THECB, to the extent allowed by law, Grantee shall indemnify, defend and hold harmless the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any liability for any and all claims, demands, suits or actions brought by any third party, including any subcontractors of Grantee, and related fees (including reasonable attorney’s fees) based on any claims for infringement by reason of the use of any such trademark, copyrighted material, or patented design, device, material, software, or process in connection with the Project agreed to be performed and shall indemnify (to the extent allowed by law) and/or reimburse the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any costs, fees (including reasonable attorney’s fees), expenses, royalty/ies or damages which the State of Texas, THECB, as well as officers, agents, and employees of THECB may be obligated to pay by reason of such infringement at any time during the performance of or after completion of this Agreement.

Grantee shall pay all reasonable costs of the State’s and THECB’s legal counsel and shall also pay costs of multiple legal counsels, if required to avoid conflicts of interest. Grantee represents and warrants that it has determined what licenses, patents and permits are required under this Agreement and has lawfully acquired all such licenses, patents, and permits. If THECB’s use of the software becomes subject to a claim, or is likely to become subject to a claim in the sole opinion of THECB, Grantee shall, at its sole expense (1) procure for THECB the right to continue using such software under the terms of this Agreement or (2) replace or modify the software so that it is non-infringing.

E. Sovereign Immunity: The Parties stipulate and agree that no provision of, or any part of this Agreement between THECB and Grantee, or any subsequent change order, amendment, or other Agreement 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.

F. Assignment, Delegation, or Subcontracting: No contractual rights, interest, or obligation shall be assigned, delegated, or subcontracted by Grantee without prior written approval of THECB. No assignment, delegation, or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Agreement. It is THECB’s intent that to the extent subcontracting is approved by THECB, Grantee make a good faith effort to subcontract with Historically Underutilized Business(es) (HUB) during the performance of this Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the State of Texas.

G. Right to Audit; Records Retention: Grantee understands that acceptance of funds under this Agreement, or indirectly through a subcontract under this Agreement, acts as acceptance of the authority of the State Auditor’s office, THECB or any successor agency, as well as any external auditors selected by the State Auditor’s office, THECB or any auditors selected by the United States (collectively referred to as “Audit Entities”), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.
Grantee shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Grantee in connection with the Agreement Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than five (5) years from the date of completion of the Agreement Project or the date of the receipt by THECB of Grantee's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with this Agreement, whichever is later.

If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Project provided in this Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

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

H. Family Code Applicability (Not applicable to state agencies or non-profits): By signing this Agreement, Grantee certifies that under Section 231.006, Family Code, Grantee is not ineligible to receive payment under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld or recouped if this certification is inaccurate. If this certification is shown to be false, Grantee is liable to THECB for attorneys' fees, the costs necessary to complete the Agreement, including the cost of advertising and awarding a second contract, and any other damages provided by law or Agreement.

I. Public Disclosure: Unless otherwise required by applicable law (e.g., the Texas Public Information Act), Grantee understands and agrees that no public disclosures or news releases pertaining to this Agreement, including any results, findings or reports conducted to fulfill requirements of this Agreement shall be made without prior written approval of THECB.

J. Applicable State Funding Source Laws: Grantee agrees to follow the Uniform Grant Management Standards, including all of its applicable conditions and State Assurances ("UGMS") (UGMS is herein incorporated for all purposes into this Agreement). All applicable conditions and uniform assurances can be found at http://governor.state.tx.us/files/state-grants/UGMS062004.doc.

K. Monitoring: Pursuant to this Agreement and other applicable law, desk reviews and/or on-site monitoring reviews may be conducted by THECB to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.

L. 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 Grantee that confirm the Project carried out within each funding source. Grantee must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless specified otherwise.

M. Forms, Assurances, and Reports: Grantee shall timely file with the proper authorities all forms, assurances and reports required by federal or state laws and regulations. THECB shall be responsible for reporting to the proper authorities any failure by Grantee to comply with the foregoing laws and regulations coming to THECB’s attention, and may deny reimbursements or recover payments made by THECB to Grantee in the event of Grantee’s failure to so comply.

N. Insurance: For private entities, Grantee agrees to maintain at its expense insurance as required for the work being performed under this Agreement. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Grantee’s obligations under the Agreement. Grantee represents and warrants that it will, within five (5) business days of executing this Agreement, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage: Standard Workers
Compensation Insurance, covering all personnel who will provide work under this Agreement; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000.00 minimum each occurrence; $1,000,000.00 per general aggregate.

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 THECB. Grantee represents and warrants that it shall maintain the above insurance coverage during the term of this Agreement, and shall provide THECB with an executed copy of the policies immediately upon request. Performing Agent is not relieved of any liability or any other obligations assumed under this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

O. Confidentiality, Public Information Act, and FERPA: Notwithstanding any provisions of this Agreement to the contrary, Grantee understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Grantee 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. This Agreement 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 THECB’s General Counsel within 24 hours of receipt of any third party requests for information it receives relating to this Agreement.

Grantee agrees to maintain the confidentiality of information received from THECB and the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Grantee will not disclose any information to which it is privy under this Agreement without the prior written consent of THECB. Grantee, to the extent allowed by law, will indemnify and hold harmless the State of Texas, its officers and employees, and THECB, its officers and employees for any claims for damages that arise from the disclosure by Grantee of information held by the State of Texas or THECB to which Grantee is privy under this Agreement.

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

Q. Felony Criminal Convictions: Grantee represents and warrants that Grantee has not and Grantee’s employees participating in the Project have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised THECB as to the facts and circumstances surrounding the conviction and has received THECB’s prior written consent to proceed.

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

Data: 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 Grantee (or any subgrantee or subcontractor to the Grantee) charge other Texas state agencies, institutions of higher education, and independents institutions of higher education (as the terms “institution of higher education” and “independent institutions of higher education” are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.
Grantee Responsibilities: Grantee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents, by its, or subcontractors' work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under this Agreement. Grantee shall provide all labor and equipment necessary to furnish the goods or perform the Project. All employees of Grantee shall be a minimum of 18 years of age and experienced in the type of work to be performed. Grantee shall permit no visitors or relatives of Grantee's employees and contractors on THECB's state property unless they also are bona fide employees or contractors of Grantee.

S. Key Personnel: Grantee shall assign only qualified personnel to this Agreement. Grantee, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified to accomplish the required Project. Subcontractors providing services under the Agreement shall meet the same requirements and level of experience as required of Grantee. No subcontract under this Agreement shall relieve Grantee of responsibility for ensuring the required Project are provided.

T. Debts and Delinquencies to the State: The Comptroller of the State of Texas is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Grantee agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Grantee is otherwise owed under this Agreement shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Grantee agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas. Grantee may verify their account status by accessing the Comptroller's website at: http://ourcpa.cpa.state.tx.us/coa/index.html. If the account status message is "on vendor hold," the Grantee is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441.

U. Conflict of Interest: Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest in carrying out the Project, as provided in Section 3.1 of this Agreement, and that the provision of the Project under this Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest may be cause for termination of this Agreement.

V. Financial Interests; Gifts: Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Agreement has received compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this Agreement. Grantee represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor or service to any public servant or employee in connection with this Agreement.

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

X. Antitrust: Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by or affiliated with Grantee, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code Ann., Chapter 15, or the federal antitrust laws, 15 U.S.C.A. Section 1, et seq.

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

Z. **Equal Opportunity:** Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Agreement in accordance with state and federal laws.

AA. **Employment Provisions:** Grantee and its employees or agents shall not be deemed or construed to be the employees or agents of THECB for any purposes but will be considered Grantee’s employees for all purposes whatsoever. Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers’ compensation, employment taxes, and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers’ compensation benefits, and THECB is, in no way, a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay and assign work. Grantee assumes sole and full responsibility for its acts and the acts of its personnel, subcontractors and third parties.

BB. **Excluded Parties List System:** The THECB is federally mandated to adhere to the directions provided in the President’s Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent 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](http://www.epls.gov).

CC. **Suspension and Debarment:** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If Grantee is unable to certify to any of the statements in this certification, such prospective participant shall provide a written explanation to the THECB for its review prior to execution of this Agreement by either Party.

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

EE. **Drug Free Work Place:** The Grantee shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

FF. **No Commissions:** THECB shall not pay any commissions to Grantee under this Agreement.

GG. **Contacts and Notices:** Unless otherwise agreed to in writing by the Parties, primary contacts for routine communications related to the carrying out of the Project under this Agreement are as follows:

| THECB CONTACT | GRANTEE CONTACT |
All notices required to be given hereunder shall be in writing and shall be given by personal delivery thereof or by overnight courier or by certified or registered mail, postage prepaid, return receipt requested, to the office shown below. Any notice served shall be deemed given on the date of hardcopy original document delivery.

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

**II. Prohibition on Use of Funds for Lobbying:** Grantee represents and warrants that THECB’s payments and Grantee’s receipt of appropriated or other funds under this Agreement are not prohibited by Texas Government Code, Sections 556.005 or 556.008.

**JJ. Eligibility:** Under Section 2155.004, Texas Government Code, Grantee certifies that the individual or business entity named herein is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**KK. Work Product:** Upon any request by THECB for the remittance of any Work Product under the Project for which THECB has made payment, Grantee shall immediately remit such Work Product to THECB. Any failure to remit such Service immediately shall be considered a material breach of this Agreement.

**LL. False Statements; Breach of Representations:** By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and THECB may terminate or void this Agreement for cause and pursue other remedies available to THECB under this Agreement and applicable law.

**MM. Severability and Waiver:** The invalidity, illegality, or unenforceability of any provisions of this Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.

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

**NN. Entire Agreement and Order of Precedence:** This Agreement consists solely of the following documents, and, in the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence: (1) the Agreement (including its Exhibits, if any), (2) Addendum #1 to THECB THECB’s Request for Applications No. #, if any, (3) the original Request for Applications, No. # Accelerate Texas 2015-2017 Scaling and Sustaining Success in Integrated Basic Education Workforce Training Programs, (4) Revisions and/or Addendum to Performing Agent’s application, and (5) Performing Agent’s application. This Agreement (including its Exhibits, if any) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Agreement. The Parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Agreement or otherwise.
STATE OF TEXAS §
COUNTY OF TRAVIS §

Grant Agreement using State Funds

Section 1.0 Parties

This agreement (“Agreement”) is entered into by and between the TEXAS HIGHER EDUCATION COORDINATING BOARD (THECB), an agency of the State of Texas, hereinafter designated “THECB” or “Funding Agency” and <<College Name>>, hereinafter designated “Grantee.” At times, the THECB and the Grantee are referred to singularly as “Party” and plurally as “Parties”.

Funding Agency: Texas Higher Education Coordinating Board
Grantee: <<Name and Address of Grantee College>>

Section 2.0 Term of Agreement

THECB shall reimburse Grantee for the reasonable and approved costs by THECB incurred by Grantee in connection with the project to be performed during the period beginning upon execution of the Agreement and ending 8/31/2016 (“Agreement Term”) with the option to extend the Agreement term, under a separate amendment, to 8/31/2017 depending on Grantee performance on deliverables and availability of appropriated funds. The term “Agreement” or “Contract” may be used throughout this document as having the same meaning.

Section 3.0 Purpose and Project Description

The purpose of the Accelerate Texas program is to increase participation and success of adult basic education students in workforce training programs at community colleges and public technical institutions. Accelerate TX programs focus on preparing educationally disadvantaged, unemployed and underemployed adults for career-path employment and post-secondary education in high-demand jobs in Texas.

Grants are awarded on a competitive basis in accordance with THECB procedures. Grants awarded under this competition will focus on vocational English as a second language, vocational adult basic education, workforce readiness, entry-level job skills training, and Level 1 certificate training or recognized and reportable marketable skills achievement awards at community colleges and public technical institutions.

Applicants are required to partner with at least one adult literacy provider and their Local Workforce Development Board (LWB). Accelerate Texas, funded by the THECB, aims to strengthen and expand the quality and number of high performing career pathways into and through postsecondary education and training for lower skilled adults. Accelerate Texas is a key strategy to support the state in reaching its goals around increasing the participation and success rates of Texas residents in higher education.

<<College Name>> (the “Grantee”) will be the lead college and fiscal agent of the <<Name of Consortium>> (the “Consortium”) under the Accelerate Texas Scaling and Sustaining Success grant (“Grant”). The Grantee will subcontract, with the <<number>> Program Colleges pursuant to THECB’s prior written consent: <<Name of Each Program College>> (the “Program Colleges”), to meet the requirements under this contract. The Grantee will be the contractual party responsible for ensuring that the Program Colleges satisfactorily fulfill the Grant Project.

Grantee remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services and functions were performed by Grantee’s employees and for purposes of this contract such work will be deemed work performed by Grantee.

Grantee shall carry out the following project (“Project” or “Agreement Project”) during the Agreement Term:
3.1. PROJECT ADMINISTRATIVE OVERSIGHT: During the Agreement Term, the Grantee shall provide administrative oversight of the Project to the Program Colleges beginning in FY 2015 as follows:

1. The Grantee shall be the fiscal agent of this Grant. As the fiscal agent, the Grantee will subcontract with the Program Colleges under the Consortium: <<Name of Each Program College>>. Each subcontract shall be reviewed and approved in writing by the THECB Program Manager.

2. The Grantee shall provide technical assistance to the two Program Colleges under the Consortium on the design, implementation, and internal evaluation of their integrated basic education and skills training programs under Accelerate TX.

3. The Grantee shall provide necessary professional development to the two Program Colleges under the Consortium on the scaling of promising practices to support the implementation of their integrated programs.

4. The Grantee will ensure that its Accelerate TX program and it partnering Program Colleges under the Consortium provide support and integrated education and training services to ensure that a minimum of <<number served>> students complete a workforce training certificate or a workforce training credential program as defined in the RFA.

5. The Grantee shall ensure that the Program Colleges submit reports and information as THECB may require in connection with the administration or evaluation of the Accelerate TX program. When necessary, Program Colleges shall submit such reports to the Grantee first for review before submission to the THECB. All reports should arrive within the timeline provided by the THECB evaluation team or, if delinquent, within ten (10) business days, excluding holidays after receipt of the THECB’s request. The Grantee agrees that all reports provided to the THECB or its representative shall reflect properly the facts, and those reports may be relied upon as being complete and accurate.

6. The Grantee shall ensure that the Program Colleges are submitting program and student level data into SharePoint in a timely manner. THECB shall communicate any problems with submission of data to the Grantee and the Program Colleges. THECB reserves the right to require replacement of any subcontractor as determined by THECB to be unacceptable. See, Section 6.0 (s), KEY PERSONNEL.

7. The Grantee, in consultation with the THECB program manager, shall be responsible for the fiscal and programmatic management of each Program College and may decide to terminate a Program College from the Consortium if it believes the Program College is not completing the required Grant Project Activities. Cause for such action would include failure to participate in the activities and requests of the Preforming Agency including, but not limited to, scheduled technical assistance activities and responding to reporting and data requests. In the event a Program College is terminated from the Consortium, THECB will determine the use of any funds returned to the Grantee under such circumstances.

8. Grantee must work with THECB partners at Jobs for the Future (JFF) and are expected to follow any technical assistance or professional development plans provided them by their coaches or by the team lead at JFF for to participate in mentoring activities at the request of JFF or THECB. In the event that JFF is not available for technical assistance, Grantee must work with a THECB program staff or its assigned representative for technical assistance.

9. The Grantee shall comply with such procedures as the THECB may find necessary to ensure the full and best utilization of funds offered through the Accelerate Texas program.

10. The Grantee shall provide copies of all forms required by the THECB in the administration of the program.

3.2 REQUIRED GRANT PROJECT ACTIVITIES: During the Agreement Term, the Grantee shall be the contractual party responsible for ensuring that the Program Colleges provide the following required Grant Project Activities:

1. Each Program College will focus on preparing unemployed and underemployed adults for career-path employment and post-secondary education in high-demand or targeted occupations or employer-driven regional needs in Texas.

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8 Promising Practices have been and will continue to be evaluated and that has strong quantitative and/or qualitative data showing positive outcomes, but it does not yet have enough research or replication to support generalizable outcomes statewide.
2. Each Program College will focus, as a priority, on serving lower skilled students without a secondary school credential or its equivalent in integrated entry-level job skills training and Level 1 certificate training programs at community colleges and public technical institutions that are aligned with one or more of the following: contextualized GED prep classes, contextualized or vocational basic skills classes, vocational ESL or vocational focused lower-level Developmental Education classes.

3. Each Program College will develop and sustain, at its institution, a minimum of two career pathway programs designed to support lower skills students in integrated education and training programs under the Accelerate TX program.

4. Each Program College will provide support and educational services to ensure that the minimum number of students served aligns with the number required under the “Request for Applications” for the peer group size of the contracted program colleges and that these students earn a workforce training certificate reportable to the THECB under CBM00M or CBM009.

5. As federally supported Adult Education and Literacy (AEL) providers or as partners and providers under an AEL Consortium, each Program College is required to develop collaborative recruiting, orientation, advising, and contextualized vocational GED, vocational ABE and vocational ESL as required by the proposed career pathways program design leveraging federal Adult Education and Literacy funds as required by the design. Grant awards are intended to supplement not supplant federal funds designated to provide traditional ABE, ASE, GED, or ESL services including services to transition students to postsecondary education and training programs.

6. Each Program College is required to partner, and establish collaborative recruiting, referral, and support services with the Local Workforce Development Board (“LWDB”) and local employers.

7. Each Program College must establish a leadership council on its campus or within its district that addresses the successful participation, integration, and completion of students in integrated basic skills/technical training programs.

8. Each Program College must make an effort to braid funding, as described and defined in the Request for Application, from a variety of resources to maximize student participation and success in postsecondary education and/or training.

9. Each Program College must enter and maintain student, cohort, and program level data required by THECB through SharePoint and following the schedule as outlined in the Accelerate TX reporting manual.

10. Each Program College must submit reports and information to the Grantee within the timeline provided by the Grantee. Reports shall first go to the Grantee for review before being submitted to THECB. All reports must arrive within the timeline provided by the THECB evaluation team or, if delinquent, within ten (10) business days after receipt of the THECB’s request, excluding holidays. The Performing Agent agrees that all reports provided to the THECB or its representative shall reflect properly the facts, as presented by the Program College, and those reports may be relied upon as being complete and accurate.

11. Each Program College must recognize the funding provided by THECB and general information on statewide goals of the program when presenting to groups internal or external to the campus/college district. Use of the THECB logo and Accelerate Texas logo on presentation material is encouraged. THECB owns all rights, title and interests in the THECB and Accelerate Texas logos.

12. Each Program College must cooperate fully with the THECB contracted evaluation team. While an external evaluator is not required under this RFA, it is highly encouraged. If one is utilized, each Program College will make its external evaluator available to the THECB evaluation team upon request. The evaluation team and the Coordinating Board program manager will also be available for the Accelerate TX program evaluators at their request.

13. When applicable, each Program College must work with THECB’s partners at Jobs for the Future (JFF) and is expected to follow any technical assistance plans provided them by their coaches or by the team lead at JFF.

14. Each Program College is responsible for communicating regularly with the Grantee as necessary including updates on program design and implementation, evaluation, budget and expenditures, technical assistance, professional development, and reporting. Failures to communicate, cooperate, and coordinate with the Grantee on the implementation of the Accelerate Texas program may lead to removal from the Consortium and/or termination of this contract.
15. **Each Program College** must address each of the required components outlined in this RFA.

**Section 4.0 Agreement Amount and Payment**

The total amount to be reimbursed to Grantee by THECB pursuant to this Agreement shall in no event exceed the sum of $\text{Amount}$ ("Agreement Amount").

Payments under this Agreement are subject to the availability of appropriated funds. Submission of an expenditure report shall constitute Grantee’s certification that the Project has been performed in accordance with this Agreement.

Fifty percent (50%) of Year One funds will be provided to the Grantee upon execution of the contract in order to assist in funding start-up activities, twenty-five percent (25%) of Year One funds will be provided upon receipt of (1) the career pathways program report by the grantee college and each program college under the Consortium within the first 60 days of receipt of a signed contract, and (2) the expenditure reports from the Grantee and the Program Colleges, and (3) the satisfactory review of project data submitted to THECB through SharePoint (as applicable), reviewed and approved by THECB. Twenty-five percent (25%) of Year One funds will be provided after review and approval of the final Year One program, data, and expenditure reports (received no later than June 30, 2015). Payments for Program Year Two will be provided on the same basis.

Grantee shall provide interim expenditure, data, and progress reports on dates to be determined and agreed upon with THECB in writing. Grantee shall provide a final Year One expenditure and project report no later than July 15, 2015, and a final expenditure and project report no later than July 15, 2016. Upon delivery of the final Year One expenditure, data, and project report, THECB shall approve or reject each expenditure item within twenty (20) working days of the receipt of the report, and shall notify Grantee in writing of any deficiencies in the reports and allow a reasonable period of time in which to correct said deficiencies. However, the final payment shall be based upon actual expenditures for the Program, up to the amount provided for in the Agreement. Before the first payment of funds is made available for Year Two, the Program must demonstrate that Year One funds have been appropriately expended and the program evaluation demonstrates successful outcomes for the first program year as determined by the THECB evaluation staff.

THECB shall distribute Agreement Amount during the Agreement Term to the Grantee directly. Grantee shall retain up to $\text{Percent of Admin up to 15\%}$ of Agreement Amount funds to perform administrative oversight of the project as described in Section 3.1 and up to $50,000 per Program College under the Consortium for expansion and/or continuation of its own Accelerate TX programs. Grantee shall apportion the remaining Agreement Amount funds to the Program Colleges determined by their peer size and the number of students they propose to serve through an Accelerate TX program.

To the extent there is any advancement of funds, this is necessary to enable the Grantee to fully perform its obligations.

**Section 5.0 Certain Certifications**

Grantee further certifies the following:

Grantee must make full disclosure to THECB if it intends to subcontract with a former employee/retiree of the THECB during the term of this Agreement. Any former employee/retiree selected by the Grantee for subcontracting shall not perform work on the Project until prior written approval is received from THECB.

Pursuant to Section 2255.006(b) of the Texas Government Code, Grantee certifies that it has not been, during the five-year period preceding the date of this Agreement: (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, 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, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

**Section 6.0 Terms and Conditions**
A. **Termination:** As consistent with applicable law, THECB may, by written notice to Grantee, terminate this Agreement, in whole or in part. For example, THECB may terminate if: (a) THECB is not reasonably satisfied with Grantee’s Project; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Agreement, through no material fault of THECB. If Grantee fails or refuses to perform its obligations under this Agreement, THECB may exercise any and all rights as may be available to it by law or in equity.

**Non-Appropriation:** As consistent with applicable law, this Agreement may be terminated immediately if funds allocated to THECB should become reduced, depleted, or otherwise unavailable during the Agreement Term and to the extent that THECB is unable to obtain additional funds for such purpose.

B. **Effect of Termination:** As consistent with applicable law, upon any termination, all indemnities, including without limitation those set forth in this Agreement, as well as Agreement provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of this Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all Project work immediately upon the effective date of termination. THECB shall be liable to Grantee for that portion of the Project work 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 Agreement requirements. In the event of termination, THECB reserves the right to negotiate another award if it is in the state’s best interest.

C. **Amendment:** This Agreement may be modified only by written amendment executed by the Parties hereto. Fees and expenses included as part of an amendment must be pre-approved by THECB to be eligible for payment and reimbursement.

D. **Indemnification:** To the extent allowed by law, Grantee shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and THECB, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys’ fees and court costs, arising out of, connected with, or resulting from any acts or omissions of Grantee or any agent, employee, subcontractor, or supplier of Grantee in the execution or performance of this Agreement. Grantee shall coordinate its defense with the Texas Attorney General as requested by THECB.

This subsection is not intended to and shall not be construed to require Grantee to indemnify or hold harmless the State of Texas or THECB for any claims or liabilities resulting solely from the negligent acts or omissions of THECB or its employees.

**Intellectual Property Indemnification:** Additionally, if Grantee requires or desires to use any design, trademark, device, material, software, or process covered by letters of patent or copyright and which is selected by Grantee, Grantee, to the extent allowed by law, shall indemnify, defend and hold harmless the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any liability, for any and all claims, demands, suits or actions brought by any third party, including any subcontractors of Grantee, and related fees (including reasonable attorney’s fees) based on any claims for infringement by reason of the use of any such trademark, copyrighted material, or patented design, device, material, software, or process in connection with the Project agreed to be performed and shall indemnify (to the extent allowed by law) and/or reimburse the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any costs, fees (including reasonable attorney’s fees), expenses, royalty/ies or damages which the State of Texas, THECB, as well as officers, agents, and employees of THECB may be obligated to pay by reason of such infringement at any time during the performance of or after completion of this Agreement.

Grantee shall pay all reasonable costs of the State’s and THECB’s legal counsel and shall also pay costs of multiple legal counsels, if required to avoid conflicts of interest. Grantee represents and warrants that it has determined what licenses, patents and permits are required under this Agreement and has lawfully acquired all such licenses, patents, and permits. If THECB’s use of the software becomes subject to a claim, or is likely to become subject to a claim in the sole opinion of THECB, Grantee shall, at its sole expense (1) procure for THECB the right to continue using such software under the terms of this Agreement or (2) replace or modify the software so that it is non-infringing.

E. **Sovereign Immunity:** The Parties stipulate and agree that no provision of, or any part of this Agreement between THECB and Grantee, or any subsequent change order, amendment, or other Agreement 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.

F. Assignment, Delegation, or Subcontracting: No contractual rights, interest, or obligation shall be assigned, delegated, or subcontracted by Grantee without prior written approval of THECB. No assignment, delegation, or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Agreement. It is THECB’s intent that to the extent subcontracting is approved by THECB, Grantee make a good faith effort to subcontract with Historically Underutilized Business(es) (HUB) during the performance of this Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the State of Texas.

G. Right to Audit; Records Retention: Grantee understands that acceptance of funds under this Agreement, or indirectly through a subcontract under this Agreement, acts as acceptance of the authority of the State Auditor’s office, THECB or any successor agency, as well as any external auditors selected by the State Auditor’s office, THECB or any auditors selected by the United States (collectively referred to as “Audit Entities”), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

Grantee shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Grantee in connection with the Agreement Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than five (5) years from the date of completion of the Agreement Project or the date of the receipt by THECB of Grantee’s final claim for payment or final expenditure report or until a resolution of all billing questions in connection with this Agreement, whichever is later.

If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Project provided in this Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

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

H. Family Code Applicability (Not applicable to state agencies or non-profits): By signing this Agreement, Grantee certifies that under Section 231.006, Family Code, Grantee is not ineligible to receive payment under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld or recouped if this certification is inaccurate. If this certification is shown to be false, Grantee is liable to THECB for attorneys’ fees, the costs necessary to complete the Agreement, including the cost of advertising and awarding a second contract, and any other damages provided by law or Agreement.

I. Public Disclosure: Unless otherwise required by applicable law (e.g., the Texas Public Information Act), Grantee understands and agrees that no public disclosures or news releases pertaining to this Agreement, including any results, findings or reports conducted to fulfill requirements of this Agreement shall be made without prior written approval of THECB.

J. Applicable State Funding Source Laws: Grantee agrees to follow the Uniform Grant Management Standards, including all of its applicable conditions and State Assurances (“UGMS”) (UGMS is herein incorporated for all purposes into this Agreement). All applicable conditions and uniform assurances can be found at http://governor.state.tx.us/files/state-grants/UGMS062004.doc.
K. Monitoring: Pursuant to this Agreement and other applicable law, desk reviews and/or on-site monitoring reviews may be conducted by THECB to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.

L. 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 Grantee that confirm the Project carried out within each funding source. Grantee must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless specified otherwise.

M. Forms, Assurances, and Reports: Grantee shall timely file with the proper authorities all forms, assurances and reports required by federal or state laws and regulations. THECB shall be responsible for reporting to the proper authorities any failure by Grantee to comply with the foregoing laws and regulations coming to THECB’s attention, and may deny reimbursements or recover payments made by THECB to Grantee in the event of Grantee’s failure to so comply.

N. Insurance: For private entities, Grantee agrees to maintain at its expense insurance as required for the work being performed under this Agreement. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Grantee’s obligations under the Agreement. Grantee represents and warrants that it will, within five (5) business days of executing this Agreement, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage: Standard Workers Compensation Insurance, covering all personnel who will provide work under this Agreement; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: $500,000.00 minimum each occurrence; $1,000,000.00 per general aggregate

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 THECB. Grantee represents and warrants that it shall maintain the above insurance coverage during the term of this Agreement, and shall provide THECB with an executed copy of the policies immediately upon request. Performing Agent is not relieved of any liability or any other obligations assumed under this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

O. Confidentiality, Public Information Act, and FERPA: Notwithstanding any provisions of this Agreement to the contrary, Grantee understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Grantee 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. This Agreement 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 THECB’s General Counsel within 24 hours of receipt of any third party requests for information it receives relating to this Agreement.

Grantee agrees to maintain the confidentiality of information received from THECB and the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Grantee will not disclose any information to which it is privy under this Agreement without the prior written consent of THECB. Grantee, to the extent allowed by law, will indemnify and hold harmless the State of Texas, its officers and employees, and THECB, its officers and employees for any claims for damages that arise from the disclosure by Grantee of information held by the State of Texas or THECB to which Grantee is privy under this Agreement.

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

Q. Felony Criminal Convictions: Grantee represents and warrants that Grantee has not and Grantee’s employees participating in the Project have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised THECB as to the facts and circumstances surrounding the conviction and has received THECB’s prior written consent to proceed.
R. Copyright: When copyrightable material is developed in the course of or under this Grant, Grantee is free to copyright the materials or permit others to do so. THECB shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: (1) the copyright in any work developed under the Grant and (2) any rights of copyright to which a Grantee (or any subgrantee or subcontractor of the Grantee) purchases ownership with Grant funds. In no event shall the Grantee (or any subgrantee or subcontractor to the Grantee) charge other Texas state agencies, institutions of higher education, and independents institutions of higher education (as the terms “institution of higher education” and “independent institutions of higher education” are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant.

Data: 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 Grantee (or any subgrantee or subcontractor to the Grantee) charge other Texas state agencies, institutions of higher education, and independents institutions of higher education (as the terms “institution of higher education” and “independent institutions of higher education” are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.

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

S. Key Personnel: Grantee shall assign only qualified personnel to this Agreement. Grantee, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified to accomplish the required Project. Subcontractors providing services under the Agreement shall meet the same requirements and level of experience as required of Grantee. No subcontract under this Agreement shall relieve Grantee of responsibility for ensuring the required Project are provided.

T. Debts and Delinquencies to the State: The Comptroller of the State of Texas is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Grantee agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Grantee is otherwise owed under this Agreement shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Grantee agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas. Grantee may verify their account status by accessing the Comptroller’s website at: http://ourcpa.cpa.state.tx.us/coa/Index.html. If the account status message is “on vendor hold,” the Grantee is advised to contact the Comptroller’s Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441.

U. Conflict of Interest: Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest in carrying out the Project, as provided in Section 3.1 of this Agreement, and that the provision of the Project under this Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest may be cause for termination of this Agreement.

V. Financial Interests; Gifts: Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Agreement has received compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this Agreement. Grantee represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor or service to any public servant or employee in connection with this Agreement.
W. **Grantee’s Representations:** Grantee hereby covenants, represents and warrants that Grantee (including, for purposes of this section, its employees, consultants, subcontractors, and agents) (1) has the technical expertise and general skills necessary to carry out the Project competently and professionally the Project in accordance with this Agreement, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee’s right to enter into this Agreement or Grantee’s right or ability to perform Grantee’s obligations under this Agreement, (3) shall not use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Grantee’s obligations under this Agreement without having first lawfully obtained the right, in writing, to do so, and (4) has the necessary equipment, facilities and workers to perform Grantee’s obligations under this Agreement.

X. **Antitrust:** Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by or affiliated with Grantee, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code Ann., Chapter 15, or the federal antitrust laws, 15 U.S.C.A. Section 1, et seq.

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

Z. **Equal Opportunity:** Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Agreement in accordance with state and federal laws.

AA. **Employment Provisions:** Grantee and its employees or agents shall not be deemed or construed to be the employees or agents of THECB for any purposes but will be considered Grantee’s employees for all purposes whatsoever. Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers’ compensation, employment taxes, and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers’ compensation benefits, and THECB is, in no way, a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay and assign work. Grantee assumes sole and full responsibility for its acts and the acts of its personnel, subcontractors and third parties.

BB. **Excluded Parties List System:** The THECB is federally mandated to adhere to the directions provided in the President’s Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent 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](http://www.epls.gov).

CC. **Suspension and Debarment:** Grantee certifies that neither it nor its principals are presently debarred, suspended, or voluntarily excluded from participation in this transaction by any federal, state or local government entity. If Grantee is unable to certify to any of the statements in this certification, such prospective participant shall provide a written explanation to the THECB for its review prior to execution of this Agreement by either Party.

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

EE. **Drug Free Work Place**: The Grantee shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

FF. **No Commissions**: THECB shall not pay any commissions to Grantee under this Agreement.

GG. **Contacts and Notices**: Unless otherwise agreed to in writing by the Parties, primary contacts for routine communications related to the carrying out of the Project under this Agreement are as follows:

<table>
<thead>
<tr>
<th>THECB Contact</th>
<th>Grantee Contact</th>
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<tbody>
<tr>
<td>Program Manager:</td>
<td></td>
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All notices required to be given hereunder shall be in writing and shall be given by personal delivery thereof or by overnight courier or by certified or registered mail, postage prepaid, return receipt requested, to the office shown below. Any notice served shall be deemed given on the date of hardcopy original document delivery.

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

II. **Prohibition on Use of Funds for Lobbying**: Grantee represents and warrants that THECB’s payments and Grantee’s receipt of appropriated or other funds under this Agreement are not prohibited by Texas Government Code, Sections 556.005 or 556.008.

JJ. **Eligibility**: Under Section 2155.004, Texas Government Code, Grantee certifies that the individual or business entity named herein is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

KK. **Work Product**: Upon any request by THECB for the remittance of any Work Product under the Project for which THECB has made payment, Grantee shall immediately remit such Work Product to THECB. Any failure to remit such Service immediately shall be considered a material breach of this Agreement.

LL. **False Statements; Breach of Representations**: By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and THECB may terminate or void this Agreement for cause and pursue other remedies available to THECB under this Agreement and applicable law.

MM. **Severability and Waiver**: The invalidity, illegality, or unenforceability of any provisions of this Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.
Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Grantee at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither THECB’s review, approval, acceptance of, nor payment for any of the Project provided in this Agreement shall be construed to operate as a waiver of any rights under the Agreement, or of any cause of action arising out of the performance of the Project required by the Agreement.

NN. **Entire Agreement and Order of Precedence:** This Agreement consists solely of the following documents, and, in the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence: (1) the Agreement (including its Exhibits, if any), (2) Addendum #1 to THECB THECB’s Request for Applications No. #, if any, (3) the original Request for Applications, No. # Accelerate Texas 2015-2017 Scaling and Sustaining Success in Integrated Basic Education Workforce Training Programs, (4) Revisions and/or Addendum to Performing Agent’s application, and (5) Performing Agent’s application. This Agreement (including its Exhibits, if any) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Agreement. The Parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Agreement or otherwise.

**Section 7.0 Signatures:**

By signature hereon, the individual(s) below represent and warrant that they are duly authorized representative(s) of the Parties and have the authority to bind the Parties in this Agreement.
## ATTACHMENTS

<table>
<thead>
<tr>
<th>A:</th>
<th>PROJECT TIMELINE</th>
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<td>B:</td>
<td>CURRICULUM VITAE, RESUMES, JOB DESCRIPTIONS</td>
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<td>C:</td>
<td>PARTNERSHIP AGREEMENTS</td>
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<td>D:</td>
<td>DATA</td>
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