

# **Request for Applications**

**TRUE Pathways Design and Planning Grant**

**2026-2027**

**Appropriation Year: 2026**

**RFA #1201**

**INQUIRY DEADLINE: 5:00 p.m. CT, May 26, 2026**

**APPLICATION DEADLINE: 5:00 p.m. CT, May 29, 2026**

## Table of Contents

1.	OVERVIEW OF FUNDING OPPORTUNITY .....	5
1.1	PROGRAM TITLE .....	5
1.2	SYNOPSIS OF PROGRAM .....	5
1.3	PROGRAM AUTHORITY .....	5
1.4	POINTS OF CONTACT .....	5
1.5	INQUIRIES .....	6
2.	AWARD SUMMARY .....	6
2.1	MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED .....	6
2.2	GRANT PERIOD .....	6
2.3	SELECTION FOR FUNDING .....	7
2.4	APPLICATION TIMELINE .....	7
3.	ELIGIBILITY REQUIREMENTS .....	7
3.1	ELIGIBLE APPLICANT .....	7
3.2	ELIGIBLE PROJECTS .....	7
3.3	PRIORITY PROJECTS .....	8
3.4	MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT .....	8
3.5	NOTICE OF INTENT TO APPLY .....	8
4.	APPLICATION SUBMISSION .....	8
4.1	APPLICATION DEADLINE: 5:00 p.m. CT, May 29, 2026 .....	8
4.2	THECB CONFIRMATION OF APPLICATION RECEIPT .....	9
4.3	COST OF APPLICATION PREPARATION .....	9
4.4	APPLICATION DELIVERY AND LATE APPLICATIONS .....	9
5.	PROGRAM BACKGROUND .....	10
6.	PROJECT REQUIREMENTS .....	10
6.1	FUNDING RESTRICTION .....	10
6.2	ALLOWABLE COSTS AND PROHIBITED COSTS .....	10
6.3	INFORMATION SHARING AND COLLABORATION .....	12
7.	AWARD SELECTION CRITERIA .....	13
7.1	APPLICATION SCREENING .....	13

7.2	PRIORITY CRITERIA FOR AWARD SELECTION .....	13
7.3	GENERAL CRITERIA FOR AWARD SELECTION .....	14
7.4	RECOMMENDATION FOR FUNDING .....	17
8.	APPLICATION FORMAT AND CONTENT .....	17
8.1	CERTIFICATION AND APPLICATION INFORMATION .....	17
8.2	PROJECT WORK PLAN .....	17
8.3	PROJECT EVALUATION .....	18
8.4	BUDGET .....	18
9.	DISTRIBUTION OF AWARD FUNDS .....	19
9.1	ISSUANCE OF GRANT AWARD .....	19
9.2	“DISCLOSURE OF INTERESTED PARTIES” REQUIREMENT .....	19
9.3	FUNDS DISBURSEMENT AND PAYMENT TERMS .....	19
9.4	LAST DAY OF EXPENDITURES .....	20
9.5	RETURN OF UNEXPENDED FUNDS .....	20
9.6	GRANT EXTENSION .....	20
10.	MONITORING AND REPORTING REQUIREMENTS .....	20
10.1	MONITORING .....	20
10.2	PROJECT/PROGRAM NARRATIVE REPORTS .....	21
10.3	EXPENDITURE REPORTS .....	21
10.4	CHANGES TO KEY PERSONNEL .....	22
11.	TERMS AND CONDITIONS .....	22
11.1	TERMINATION .....	22
11.2	AMENDMENT .....	24
11.3	INDEMNIFICATION, ACTS OR OMISSIONS .....	24
11.4	SOVEREIGN IMMUNITY .....	24
11.5	ASSIGNMENT .....	25
11.6	DELEGATION OR SUBCONTRACTING .....	25
11.7	RIGHT TO AUDIT AND RECORDS RETENTION .....	25
11.8	TIME AND EFFORT RECORDKEEPING .....	26
11.9	TEXAS GRANT MANAGEMENT STANDARDS .....	26
11.10	FORMS, ASSURANCES, AND REPORTS .....	27

11.11	SITE VISITS .....	27
11.12	SUPPLANTING PROHIBITION .....	27
11.13	CARRYOVER OF FUNDS.....	27
11.14	APPLICABLE CONDITIONS AND UNIFORM ASSURANCES .....	27
11.15	CHILD SUPPORT OBLIGATION FAMILY CODE.....	27
11.16	DISPUTE RESOLUTION .....	27
11.17	PUBLIC DISCLOSURE.....	28
11.18	CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA.....	28
11.19	INFRINGEMENTS .....	31
11.20	OWNERSHIP/WORK MADE FOR HIRE.....	32
11.21	GOVERNING LAW AND VENUE .....	33
11.22	ADDITIONAL GRANTEE RESPONSIBILITIES .....	33
11.23	CONFLICT OF INTEREST.....	34
11.24	DISCLOSURE OF INTERESTED PARTIES.....	34
11.25	FINANCIAL INTERESTS AND GIFTS.....	34
11.26	ANTITRUST .....	35
11.27	EQUAL OPPORTUNITY .....	35
11.28	INDEPENDENT CONTRACTOR.....	35
11.29	ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES.....	36
11.30	TAXES, WORKERS’ COMPENSATION INSURANCE, AND UNEMPLOYMENT INSURANCE, INCLUDING INDEMNITY.....	36
11.31	PROHIBITION ON USE OF FUNDS FOR LOBBYING.....	37
11.32	BUY TEXAS.....	37
11.33	PROVISION OF SERVICES.....	37
11.34	FORCE MAJEURE.....	37
11.35	NOTICE.....	38
11.36	FALSE STATEMENTS; BREACH OF REPRESENTATIONS.....	38
11.37	SEVERABILITY AND WAIVER .....	38
11.38	HUMAN TRAFFICKING PROHIBITION.....	38
11.39	FOREIGN TERRORIST ORGANIZATIONS.....	39
11.40	SYSTEM FOR AWARD MANAGEMENT.....	39

11.41	NOTIFICATION OF GRANT AGREEMENT .....	39
11.42	INSURANCE .....	39
11.43	DEBTS AND DELINQUENCIES TO THE STATE.....	41
11.44	DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES .....	41
11.45	SUSPENSION AND DEBARMENT.....	42
11.46	EXCLUDED PARTIES.....	42
11.47	E-VERIFY: U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM.....	42
11.48	DRUG-FREE WORKPLACE.....	43
11.49	NO COMMISSIONS .....	43
11.50	APPLICABLE TAXES .....	43
11.51	ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS .....	43
11.52	SMOKING POLICY .....	44
11.53	SUBSTITUTIONS.....	44
11.54	GRANTEE INFORMATION RESPONSIBILITIES.....	44
11.55	CYBERSECURITY TRAINING .....	44
11.56	DISASTER RECOVERY PLAN .....	44
11.57	ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.....	44
11.58	CERTAIN TREATMENTS PROHIBITED.....	45
	Appendix A: RFA DEFINITIONS.....	46
	Appendix B: CALENDAR OF EVENTS.....	48
	Appendix C: APPLICATION EVALUATION FORM .....	49
	Appendix D: CHECKLIST OF REQUIRED APPLICATION MATERIALS .....	50
	Appendix E: CREDENTIALS OF VALUE PATHWAY.....	51

## **1. OVERVIEW OF FUNDING OPPORTUNITY**

### **1.1 PROGRAM TITLE**

The Texas Reskilling and Upskilling through Education (TRUE) Pathways Design and Planning Grant (“TRUE Pathways Design and Planning Grant or Grant”).

### **1.2 SYNOPSIS OF PROGRAM**

The TRUE Pathways Design and Planning Grant provide funding for public two-year community and technical colleges in Texas to design and plan a career and technical education (CTE) occupational pathway consisting of one or more closely related occupations and associated credentials of value in a high demand field.

The TRUE Pathways Design and Planning Grant is aligned with the mission of the TRUE Grant Program, which is to enhance the capacity of public two-year institutions of higher education to offer short duration CTE credentials of value to the students of Texas, thus enhancing opportunities for student populations to reskill and upskill in high demand career and technical education fields.

This Request for Applications (RFA) describes the design and planning process expected of Awarded Applicants as well as the required project deliverables including but not limited to the documentation of the planning process undertaken, comprehensive implementation plans, an articulated program map, engagement in required technical assistance, and participation in a grantee convening and other information sharing activities.

Applicants selected for Grants may be given preference for two-year implementation Grants if state appropriations for appropriation year 2027 are available.

### **1.3 PROGRAM AUTHORITY**

The TRUE Grants funding is authorized and appropriated by the 89th Texas Legislature Regular Session, through the General Appropriations Act, SB1, Article III, Rider 55: Workforce, Education and Reskilling Programs. The statutory authority for TRUE Grants is found at Texas Education Code §§61.881- 61.886, and THECB administers TRUE Grants under rules found in the Texas Administrative Code (TAC) Title 19, Part 1, Chapter 10SS, §§ 10.890-10.898 and general THECB TAC grant rules in Chapter 10, Subchapter A.

### **1.4 POINTS OF CONTACT**

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

Dr. Sheri Ranis, Director - Workforce Division  
Texas Higher Education Coordinating Board  
Email: [TRUE@highered.texas.gov](mailto:TRUE@highered.texas.gov)

Manny Garcia, Grants Coordinator - Workforce Division  
Texas Higher Education Coordinating Board  
Email: [TRUE@highered.texas.gov](mailto:TRUE@highered.texas.gov)

## 1.5 INQUIRIES

All inquiries shall be directed to the Points of Contact by May 25, 2026. Applicants and prospective Applicants must not discuss an application or this RFA with any other THECB employee unless authorized by the Points of Contact. Applicants may only rely on written responses from THECB.

Responses to inquiries will be posted on the program's page on the agency's website, <https://www.highered.texas.gov/institutional-grant-opportunities/>

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

## 2. AWARD SUMMARY

### 2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED

Contingent upon the amount of funding available, THECB anticipates awarding four to five Grants (Grant Award) of \$150,000 to \$200,000 per Grant Award for the Grant Period (July 2026-October 2027).

### 2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on July 8, 2026, whichever is later, and will conclude on October 7, 2027 for an approximately 15-month Grant Period. Awarded Applicants will have obligations that extend beyond the Grant Period including participation in grantee convenings organized by THECB.

At THECB's sole discretion, THECB's continuation of funding is contingent upon the Awarded Applicant's compliant use of Grant funds in accordance with the NOGA's terms and conditions and successful achievement of established benchmarks and

reporting deadlines as specified in Section 10.2.

### 2.3 SELECTION FOR FUNDING

The funding available to support TRUE Pathways Design and Planning Grant for appropriation year 2026 will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of applications for Awards are described in Section 7.

THECB intends to select at least one Applicant or more in each institutional size category as determined by THECB's [Texas Public Higher Education Almanac](#). The categories are small, medium, large, and extra-large institutions. Applications will be considered with applications from the same size-classified institutions. THECB will also consider the regional location of each Applicant in the selection process and intends to issue awards across regions.

### 2.4 APPLICATION TIMELINE

The Application process for this RFA is anticipated to proceed according to the Calendar of Events in Appendix B.

**Application Steps:**

April 30, 2026 – RFA Published

May 7, 2026 – Informational Webinar

May 29, 2026 – Application Deadline

June 2026 – Notification of Awardees

## 3. ELIGIBILITY REQUIREMENTS

### 3.1 ELIGIBLE APPLICANT

Entities in the following category and located in Texas are eligible to apply for a TRUE Pathways Design and Planning Grant:

- Public lower division institutions of higher education. See Appendix A, Definitions, for further description of the entities listed above.

### 3.2 ELIGIBLE PROJECTS

Applications submitted under this RFA must serve the purpose of the TRUE Pathways Design and Planning Grant as described in Section 5 of this RFA. Applications submitted under this RFA must propose projects for funding that incorporate the following:

- A design and planning engagement on a specific credential of value pathway in a high demand field with one or more closely related occupations and associated credentials of value selected using labor market data and employer input (See Appendix E);
- A focus on a single pathway composed of credentials of value in a high demand field, from dual credit progressing to an Occupational Skills Award (OSA) or Institutional Credential Leading to Licensure or Certification (ICLC) through an Applied Associate Degree that results in meaningful exit and employment opportunities at each credential level;
- A mapping of vertical credit articulation between credential levels that incorporates dual credit through an applied associate degree and a lateral credit articulation plan that incorporates inter- and intra-institutional credit articulation;
- Participation in design and planning of appropriate administrative and faculty representatives as well as local and/or regional employers or employer associations and local/regional independent school districts; and
- Engaging in required technical assistance for the duration of the design and planning project.

### **3.3 PRIORITY PROJECTS**

Applications that meet one or more of the Priority Selection Criteria in Section 7.2 will be given priority through bonus points in the award selection process.

### **3.4 MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT**

An Eligible Applicant, either an eligible institution or eligible system, may submit a maximum of one (1) Application.

### **3.5 NOTICE OF INTENT TO APPLY**

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

## **4. APPLICATION SUBMISSION**

### **4.1 APPLICATION DEADLINE: 5:00 p.m. CT, May 29, 2026**

Applications must be:

- completed in accordance with this RFA

- submitted by an authorized agent of the Applicant entity
- submitted via the [THECB Grant Management System \(GMS\)](#).

---

*Late or incomplete applications will not be accepted. Applications not submitted electronically via the THECB Grant Management System will **not** be accepted.*

*THECB will not accept mailed, emailed, hand-delivered, or faxed applications.*

---

#### **4.2 THECB CONFIRMATION OF APPLICATION RECEIPT**

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

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

#### **4.3 COST OF APPLICATION PREPARATION**

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

#### **4.4 APPLICATION DELIVERY AND LATE APPLICATIONS**

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

Applications shall be considered to be “on time” if they are received on or before the date and time of established deadlines. The Applicant is solely responsible for ensuring that the application is successfully submitted in the agency’s GMS by 5:00 p.m. CT, May 29, 2026. Failure to submit a complete application by the deadline will result in disqualification from consideration. Late applications, regardless of the circumstances, will not be accepted or reviewed.

## **5. PROGRAM BACKGROUND**

THECB is committed to supporting responses to state, local and regional workforce needs through expanded opportunities for Texans to achieve postsecondary credentials of value that lead to better jobs with more competitive wages. This is a key focus of the statewide strategy Building a Talent Strong Texas.

In 2025, the 89th Texas Legislature appropriated \$25 million to support the TRUE Grant Program over the 2026-27 biennium. The goal of the TRUE Grant Program is to support public higher education institutions to create, redesign and expand short-term CTE and training programs in high-demand occupations. Developed and provided in collaboration with workforce stakeholders, CTE programs help support the acquisition of credentials of value and strong employment outcomes for Texans.

In alignment with the TRUE Grant Program, the TRUE Pathways Design and Planning Grant utilizes unexpended 2026-27 biennium funding for the purpose of building institutional capacity to design and construct a clearly defined and well-articulated credential pathway in a high demand field, which is focused on one or more closely related occupations, and, in so doing, maximize the awarding of credit transfer for prior credentials attained and minimize time to completion at each stage in a student's CTE credential journey.

## **6. PROJECT REQUIREMENTS**

### **6.1 FUNDING RESTRICTION**

TRUE Pathways Design and Planning Grant funds shall not be substituted for any other funds available to the Applicant or any program or project partners. Awarded funds shall be spent only on expenses that support the TRUE Pathways Design and Planning Grant as documented in the Applicant's Budget, Narrative, and Activity Form.

### **6.2 ALLOWABLE COSTS AND PROHIBITED COSTS**

#### **6.2.1 Allowable Cost Categories**

Project budgets may only include necessary and reasonable costs for the support and maintenance of projects as described in Section 3.2. In composing, operating and reporting on the project budget, the Grantee must conform to all Texas Grant Management Standards (TxGMS).

Budget categories of allowable use include:

**Personnel Compensation** – Compensation may include a portion of salaries, wages, and benefits of personnel directly involved in the Grant project in accordance with state of Texas guidelines.

**Technical Assistance (TA)** – Grantees are required to contract or partner with a technical assistance provider with demonstrated success and results in the design and implementation of credential pathways models in Texas two-year higher education institutions, such as the Texas Association of Community College Texas Success Center. Technical assistance must include, but is not limited to:

- Project management for the pathways project.
- Coordination with other pathways projects, including other grantees under this RFA.
- Institutional coaching and support to ensure that the project goals and outcomes are realized by the end of the Grant Period.
- Capacity building assistance, including but not limited to:
  - Guidance on assessing institutional readiness.
  - Guidance on establishing baseline data.
  - Assistance in identifying institutional gaps in capacity and planning to overcome those gaps.

In the application evaluation rubric, points will be awarded for those TA providers with experience with Texas two-year institutions. TA costs must not exceed \$50,000 of the proposed Grant budget.

**Travel** – Travel expenses are allowed for personnel conducting activities directly related and necessary to the Grant project. These costs must be specifically identified and justified in the application Budget, the Final Award Budget, or a budget subsequently approved by THECB via a Budget Change Request. Travel expenses must be consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (actual cost, per diem, mileage), and reasonableness.

**Resources and Data Tools** – Expenditures are allowable for the purpose of enhancing labor market information resources and supporting design and planning efforts, including LMI subscription services, workforce outcomes tracking tools, software for analytics, and dashboards.

**Other Direct Costs** – Approval of expenditures for Other Direct Costs is at the

discretion of THECB. These costs must be specifically identified and justified in the application budget.

Additionally, all interest earned from the Grant award may be retained by the Grantee and be used for the Grant program and to cover administrative costs.

### **6.2.2 Prohibited Costs**

The following types of costs shall not be included in the proposed budget or be paid with the TRUE Pathways Design and Planning Grant funds:

1. Costs incurred prior to the Grant Period;
2. Costs for ongoing support of planning activities after the end of the Grant award Period;
3. Salaries or other stipends that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position);
4. Food and beverages;
5. Alcohol;
6. Travel not consistent with or necessary for completing the activities of the Grant;
7. Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), and reasonableness;
8. Foreign travel; and
9. Indirect costs.

### **6.2.3 Budget Changes**

Submission of a Budget Change Request through the THECB GMS and THECB's prior written approval is required to allow changes to the budget categories, expenditures, or charge of the following costs to the Grant:

1. Domestic travel not specifically itemized in the application Budget of the Final Award Budget;
2. Other Direct Costs not specifically identified and justified in the application Budget or the Final Award Budget; and
3. Budget transfers across the allowable budget categories listed in Subsection 6.2.1 that exceed twenty-five (25%) of the total Grant Award during the Grant Period.

## **6.3 INFORMATION SHARING AND COLLABORATION**

In service to sharing best practices and ongoing capacity building of the TRUE Grant Program, Grant recipients are required to participate in research and

information sharing efforts such as grantee convenings, additional data collection, webinars, conferences such as the Texas Association of College Technical Educators (TACTE) or the Texas Administrators of Continuing Education (TACE), or regional meetings as determined by THECB. Grant recipients are required to comply with such requests, and these requirements and reporting shall survive the end of the Grant Period. Additionally, any contract or partnership agreement with a TA provider must allow for and not prohibit such information sharing and collaboration.

## **7. AWARD SELECTION CRITERIA**

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

This RFA is designed to issue Grant Awards that support the Program Authority in Section 1.3, provides the best overall value to the state and advance the objectives of the Texas Pathways Design and Planning Grant program. Selection criteria shall be based on eligibility requirements, funding priorities, and project quality, as determined by reviewer criteria, and other factors, including past performance on THECB grants.

### **7.1 APPLICATION SCREENING**

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

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

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

### **7.2 PRIORITY CRITERIA FOR AWARD SELECTION**

An eligible Applicant's proposed project will be given priority in the selection process based on the funding consideration categories described in this section. Priority points in evaluation of applications will be assigned as noted in Appendix C.

**Funding Consideration One – Sector Selection**

THECB seeks to focus this initiative on access to credentials in high demand fields.

Projects must select one or more closely related occupations in a four-digit Classification of Instructional Program codes (CIP) that is either a statewide or regional high demand field approved by the Coordinating Board for the Applicant institution.

**Funding Consideration Two – Institutional Size and Region**

THECB intends to select at least one Applicant in each institutional size category as determined by THECB’s Texas Public Higher Education Almanac. The categories are small, medium, large and extra- large institutions. Applications will be considered with applications from the same size-classified institutions categories. THECB will also consider the regional location of each Applicant in the selection process and intends to issue awards across regions.

**Funding Consideration Three – Technical Assistance Provider Selection**

Securing appropriate technical assistance for the Grant project is required, as described in Section 6.2.1 of this RFA. THECB will award higher points for the selection of technical assistance providers with demonstrated experience and results with Texas two-year public institutions.

**7.3 GENERAL CRITERIA FOR AWARD SELECTION**

THECB staff will review the applications based on the program elements and the review criteria presented in this section, which are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success.

Reviewers will use the General Selection Criteria indicated below to score applications.

**Selection of Credentials of Value Pathway 1-10 points with 10 highest**

The criteria for review is that the project has a compelling rationale for the selection of a credentials of value pathway. Current labor market information and workforce stakeholder input that grounds the selection in local and regional needs should be described.

The credentials of value pathway selected should be a single pathway in a high demand field associated with one or more closely related occupations.

The selected credentials of value pathway should not have been the subject of

previous pathway work at the institution or through state or national initiatives.

**Project Work Plan 1-15 points with 15 highest**

The criteria for review is that the Applicant's Project Work Plan defines objectives, outcomes, and activities that are appropriate, methodical, and reasonably achievable within the Grant Period.

The application should provide a Project Goal Statement (1-5 points) and a statement of Project Objectives and Expected Outcomes (1-10 points).

Work Plan activities and end-of-Grant deliverables must include the following:

- A comprehensive implementation Work Plan
- Documentation of the design and planning process
- An articulated credentials program map, including consideration of innovations such as the use of [Open Education Resources](#) (OER) as relevant
- Credit articulation plan
- CEU-to-SCH conversion plan
- Enrollment management policy and plan
- Tuition and fee structures
- Student advising plan
- Faculty/instructor recruitment plan
- Program approval(s) processes
- Registrar and records policy and plan including transcripts
- Equipment acquisition plan
- Facilities acquisition or renovation plan
- Data reporting plan (Annual CBM reporting)

**Applicant Capacity and Partners 1-10 points with 10 highest**

The criteria for review is that the application addresses relevant career and technical education capabilities on the part of the Applicant. The narrative describes past work on similar projects and institutional capacity to carry out similar projects in an efficient and successful manner.

This section describes partnerships with employer(s) in the selected high-demand occupation as well as describes previous and intended collaborations with local and/or regional Independent School Districts as applicable.

The Applicant should include information concerning the institution's participation in previous pathways initiatives in the application.

**Selection of Technical Assistance Provider 1-5 points with 5 highest**

As stated in Section 6.2.1 of this RFA, the Applicant must contract with a technical assistance provider ideally with demonstrated success and results in the design and implementation of credential pathways models in Texas two-year higher education institutions, such as the Texas Association of Community College Texas Success Center.

The Applicant must state the technical assistance provider that it intends to contract with, including a provider description a rationale as to why the provider was selected, and a bio of the organization or individual. Grantees must submit a request by no later than August 7, 2026 (approximately 30 days from start of Grant), to THECB for written approval to subcontract with the proposed technical assistance provider.

Contracting with a technical assistance provider must be completed within 60 days of the Grant award start date and is subject to THECB approval pursuant to section 11.6 of this RFA. Grantees will also be required to review the project budget with the technical assistance provider and submit budget amendments, if required, within 90 days of the Grant award start date.

Costs associated with technical assistance are not to exceed \$50,000 and should be included in the proposed project budget.

**Alignment of Funding to Project Goals 1-10 points with 10 highest**

The criteria for review is how the Applicant's budget indicates financial resources are appropriately allocated to achieve project goals and objectives and that budget items meet the guidelines for allowable costs described in Section 6.2 of this RFA.

**Overall Rating 1-10 points with 10 highest**

The criteria for review is how well the Applicant's overall proposal makes the case for a design and planning engagement that will result in thoughtfully constructed credentials of value pathway that speaks to the goals of the TRUE Pathways Design and Planning Grant and achievement of the required deliverables.

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

## **7.4 RECOMMENDATION FOR FUNDING**

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

## **8. APPLICATION FORMAT AND CONTENT**

An application must include the elements described in Subsections 8.1 through 8.4 of this RFA. Applications are available on the [THECB Grant Management System](#):

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

### **8.1 CERTIFICATION AND APPLICATION INFORMATION**

#### **8.1.1 Certification**

Certification provides a signature by an authorized institutional representative to certify the accuracy and completeness of information submitted in the application. The signatory must be an individual who is legally authorized to bind the Applicant institution.

#### **8.1.2 Contact Information**

Provide Applicant contact information indicating chief points of contact for project administration and financial administration.

#### **8.1.3 Description of Applicant and Partners**

Provide information on Applicant and Partners such as local ISDs, employers, or workforce boards expected to participate in the program/project, including detailed information on their roles and contributions. Clearly describe partners' level of commitment to the project. Include information about any additional third party or participant involvement. Particular attention should be paid to information regarding Technical Assistance Providers, as specified in Sections 6.2.1 and 7.3 of this RFA.

### **8.2 PROJECT WORK PLAN**

A Project Work Plan should include the Project Goal Statement, objectives, activities, deliverables, and outcomes. Generally, each objective would be supported by one or more activity or process, and result in one or more deliverable. If the Applicant is selected for a Grant, it is expected that the Project Work Plan will be more fully developed and expanded over the course of the Grant Period, in conjunction with project reporting and verification requirements, with assistance from the technical assistance provider.

### **8.2.1 Project Goal Statement**

The Project Goal Statement shall identify the outcomes and project deliverables. This should be a clear and detailed description of the credentials of value pathway selection process and expected benefits to future students and regional employers.

### **8.2.2 Major Project Objectives and Expected Outcomes**

Major Project Objectives measure the progress toward the project goal. Objectives should be specific and measurable. Applicants should include project objectives and expected outcomes that support achievement of the project goal identified in Section 7.3 of this RFA. The required deliverables must be linked to the related project objective and activities.

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

## **8.3 PROJECT EVALUATION**

Project evaluation considerations should be incorporated into the Project Work Plan. Awarded Applicants must document status of activities, deliverables, and expected outcomes during required project reporting. After the end of the funding period, Awarded Applicants must report on the final status, activities, deliverables, and outcomes of each project objective. Section 10 of this RFA provides details on grant reporting requirements.

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

## **8.4 BUDGET**

Applicants must complete a Budget form. The budget must include:

- A reasonable estimate of funds expenditures over the Grant Period;
- Amounts and justification of allowable funds

expenditures by category and year (Refer to Section 6.2); and

THECB reserves the right to negotiate a Final Award Budget with each Awarded Applicant.

By no later than October 8, 2026, the grantee must review the Application budget with the grantee's technical assistance provider. If required, the grantee will revise the Grant budget and submit a budget revision to THECB.

## **9. DISTRIBUTION OF AWARD FUNDS**

### **9.1 ISSUANCE OF GRANT AWARD**

Following completion of all negotiations between THECB and Applicants and the subsequent announcement of awards, each Awarded Applicants will receive a Notice of Grant Award through the GMS. The NOGA becomes effective on the date it is executed, or on July 8, 2026, whichever is later. Throughout this RFA, the terms "NOGA," "Award," and "Grant" are used interchangeably.

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

### **9.2 "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT**

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

### **9.3 FUNDS DISBURSEMENT AND PAYMENT TERMS**

Subsequent to full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, Grant Award funds will be disbursed according to the following provisions of this RFA.

TRUE Pathways Design and Planning Grants are funded through state general appropriations. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts. THECB shall not disburse awarded funds until the NOGA has been fully executed and, if applicable, the Disclosure of Interested

Parties has been received and acknowledged by THECB, as described in Section 9.2.

After full NOGA execution and after the Grant Period start date, 50% of awarded funds are payable to enable Grantee to fully perform the Services described in its application. Advancement of funds is necessary for performance under the Grant program.

Awarded Applicants must submit the Interim Project Progress Reports and Expenditure Reports by the deadlines established in RFA Section 10 Monitoring and Reporting Requirements. The remaining 50% will be payable after THECB's acceptance and approval of the second interim reports that are due by March 26, 2027.

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

#### **9.4 LAST DAY OF EXPENDITURES**

All allowable grant-related expenses must be incurred on or before October 7, 2027. Expenses incurred after this date cannot be charged to the TRUE Pathways Design and Planning Grant.

#### **9.5 RETURN OF UNEXPENDED FUNDS**

Awarded Applicants shall return any unexpended funds to THECB by December 17, 2027, unless otherwise agreed in writing by THECB and Grantee.

Awarded Applicant shall return any remaining funds promptly if Award is terminated.

#### **9.6 GRANT EXTENSION**

No Grant extensions are allowed.

### **10. MONITORING AND REPORTING REQUIREMENTS**

#### **10.1 MONITORING**

THECB staff shall monitor and oversee TRUE Pathways Design and Planning Grant progress and compliance through required reporting to ensure that Grant commitments are met and all the financial activities related to the Grant award are accurate and appropriate. Awarded Applicant are required to complete the reports (identified in Sections 10.2 and 10.3) within the agency's Grant Management System.

Failure to submit required information by the designated due date, without a

prior approved extension, may result in enhanced monitoring and may impact eligibility for subsequent funding opportunities.

## **10.2 PROJECT/PROGRAM NARRATIVE REPORTS**

Awarded Applicant shall submit four project/program reports as specified by THECB on or before the following dates utilizing the THECB Grant Management System:

1. First Interim Project Report due November 30, 2026
2. Second Interim Project Report due March 26, 2027
3. Third Interim Project Report due July 30, 2027, and
4. Final Project Report due October 29, 2027

Project/Program Reports will generally include, but may not be limited to:

- (a) Narrative status report on the development of a Program Name program.
- (b) Project Work Plan. The work plan submitted with the Applicant's application shall be updated and supplemented for each interim report and for the final report.
- (c) Reports must note completion of activities and required deliverables.
- (d) Institutions must provide interim and final reports in the form or format required by THECB.

## **10.3 EXPENDITURE REPORTS**

Awarded Applicant shall submit four expenditure reports as specified by THECB on or before the following dates utilizing the THECB Grant Management System:

1. First Interim Expenditure Report due November 30, 2026
2. Second Interim Expenditure Report due March 26, 2027
3. Third Interim Expenditure Report due July 30, 2027
4. Final Expenditure Report and Return of Funds Form (if applicable) due October 29, 2027

## **10.4 CHANGES TO KEY PERSONNEL**

If awarded, grantee must request prior written approval from the Points of Contact to change any key personnel that are identified by name or position in the application or Grant Agreement.

# **11. TERMS AND CONDITIONS**

## **11.1 TERMINATION**

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

### **11.1.1 Convenience of the State**

THECB, in its sole discretion, may terminate this Grant Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 10.35 of this Grant Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB sole and maximum obligation shall be to pay Grantee for previously authorized services completed in accordance with the Grant Agreement and performed prior to the effective date of termination. THECB shall have no other liability, including no liability for any costs associated with the termination.

### **11.1.2 Termination for Cause**

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

If Grantee fails or refuses to perform its obligations or comply with the terms of this Grant Agreement, THECB may exercise any and all rights as

may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Grantee is responsible for paying reasonable costs, fees, expenses, and other damages available to THECB including but not limited to, attorney's fees, court costs, and any other consequential damages to the state of Texas and THECB resulting from Grantee's non-performance or non-compliance.

#### **11.1.3 Abandonment or Default**

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

#### **11.1.4 Applicable Law and Conforming Amendments**

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

#### **11.1.5 Excess Obligations (Non-Appropriation)**

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

#### **11.1.6 Effect of Termination**

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

Parties. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the previously authorized performance completed in accordance with Grant Agreement requirements and performed prior to the effective date of termination.

#### **11.1.7 Transfer of Duties**

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

### **11.2 AMENDMENT**

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

### **11.3 INDEMNIFICATION, ACTS OR OMISSIONS**

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

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

### **11.4 SOVEREIGN IMMUNITY**

The Parties stipulate and agree that no provision of, or any part of this Grant Agreement between THECB and Grantee, or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from

suit as provided for in the Texas Constitution and Texas state laws; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and Texas state laws; or (3) as a waiver of any immunity provided by the Eleventh Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the state of Texas and the United States. The state of Texas and THECB do not waive sovereign immunity by entering into this Grant Agreement and specifically retain such immunity and all defenses available to them under Texas state laws or common law.

## **11.5 ASSIGNMENT**

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

## **11.6 DELEGATION OR SUBCONTRACTING**

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

## **11.7 RIGHT TO AUDIT AND RECORDS RETENTION**

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

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

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

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

## **11.8 TIME AND EFFORT RECORDKEEPING**

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

## **11.9 TEXAS GRANT MANAGEMENT STANDARDS**

Grantee agrees to follow and comply with the Texas Grant Management Standards (TxGMS), including all of its applicable conditions and State Assurances. TxGMS is herein incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at

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

## **11.10 FORMS, ASSURANCES, AND REPORTS**

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

## **11.11 SITE VISITS**

Throughout the Grant Period, THECB and/or its representatives shall have the right to make site visits to review the TRUE PDP Grant operations and accomplishments.

## **11.12 SUPPLANTING PROHIBITION**

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

## **11.13 CARRYOVER OF FUNDS**

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

## **11.14 APPLICABLE CONDITIONS AND UNIFORM ASSURANCES**

The terms and conditions set forth in this RFA are applicable to all grants, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other recipient not specifically excluded by state or federal law.

## **11.15 CHILD SUPPORT OBLIGATION FAMILY CODE**

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

"Under Section 231.006, Family Code, the vendor or Applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate." Tex. Fam. Code § 231.006(d). If this certification is shown to be false, Grantee is liable to THECB for attorneys' fees, the costs necessary to complete the Grant Agreement, including the cost of advertising and awarding a second grant agreement, and any other damages provided by law or Grant Agreement.

## **11.16 DISPUTE RESOLUTION**

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

### **11.17 PUBLIC DISCLOSURE**

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

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

Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, Awarded Applicant shall notify its THECB Points of Contact, when possible, before communicating with news media. If that is not possible, Awarded Applicant shall notify its THECB Points of Contact immediately after concluding the communication with the news media.

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

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

### **11.18 CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA**

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

#### **11.18.1 Public Information Act**

THECB will determine whether to submit a request for a ruling seeking to withhold information from a Public Information Act requestor to the Open

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

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

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

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

## **11.18.2 Family Educational Rights and Privacy Act**

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

### **11.18.3 Protection of Confidential Data (Covered Data and Information)**

Grantee agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA (34 C.F.R. § 99.33(a)(2)) and with the terms set forth in Section 10, Terms and Conditions. FERPA, 34 C.F.R. § 99.33(a)(2), states that the officers, employees, and agents of a party that receives education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

Omitted from this program.

### **11.18.4 Acknowledgment of Access to Covered Data and Information**

Grantee acknowledges that the Grant Agreement allows Grantee access to Covered Data and Information (CDI).

Omitted from this program.

### **11.18.5 Prohibition on Unauthorized Use or Disclosure of CDI**

Grantee agrees to hold CDI in strict confidence. Grantee shall not use or disclose CDI received from or on behalf of THECB except as permitted or required by the Grant Agreement, as required by law, or as otherwise authorized in writing by THECB. Grantee agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

Omitted from this program

### **11.18.6 Return or Destruction of CDI**

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

Omitted from this program.

### **11.18.7 Breach**

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

### **11.18.8 Maintenance of the Security of Electronic Information**

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

### **11.18.9 Reporting of Unauthorized Disclosures and/or Misuse of CDI**

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

## **11.19 INFRINGEMENTS**

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

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

Grantee shall have no liability under this section if the alleged infringement is

caused in whole or in significant part by: (i) THECB's use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product by THECB without Grantee's approval, (iii) any modifications made to the product by Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB by a person or entity other than Grantee, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

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

## 11.20 OWNERSHIP/WORK MADE FOR HIRE

For purposes of this Grant Award, the term "Work" or "Work Product" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property, or other property developed, produced, or generated in connection with the work performed under the Grant Agreement. All Work generated as a result of this Grant Agreement, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the Work shall vest in THECB upon payment for the services.

All such Work shall be delivered to THECB by Grantee upon completion, termination, or cancellation of this Grant Agreement. All property rights, including publication rights, hereunder shall be retained by THECB, and Grantee shall assert no right in law or equity to such Work. THECB shall have the right to obtain and to hold in its own name any and all patents, copyrights, marks, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

Copyright. When copyrightable material is developed in the course of or under this Grant Agreement, Awarded Applicant is free to copyright the materials or permit others to do so. THECB shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: (1) the copyright in any work developed under the Grant and (2) any rights of copyright to which a Awarded Applicant (or any sub-grantee or subcontractor of the Grantee) purchases ownership with Grant

funds. In no event shall Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms "institutions of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant Agreement.

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

Grantee shall ensure that this provision, "Ownership/Work Made for Hire," is contained in any subcontract THECB has authorized Grantee to award. Grantee shall not use, willingly allow, or cause to have such Work used for any purpose other than the performance of Grantee's obligations under this Grant Agreement without THECB's prior written consent; provided, however, that Grantee shall be allowed to use non-confidential materials for writing samples in pursuit of work or for other governmental or educational purposes.

## 11.21 GOVERNING LAW AND VENUE

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

## 11.22 ADDITIONAL GRANTEE RESPONSIBILITIES

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

work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work under this Grant Agreement.

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

### **11.23 CONFLICT OF INTEREST**

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

### **11.24 DISCLOSURE OF INTERESTED PARTIES**

THECB may not execute a grant valued at \$1 million dollars or more until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission has an online portal for vendors/grantees. Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, print and sign the form before uploading a final electronic copy to THECB at via the agency's Grant Management System. The Texas Ethics Commission portal link can be found at:

<https://www.ethics.state.tx.us/filinginfo/1295/>.

### **11.25 FINANCIAL INTERESTS AND GIFTS**

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

### **11.26 ANTITRUST**

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

### **11.27 EQUAL OPPORTUNITY**

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

### **11.28 INDEPENDENT CONTRACTOR**

Grantee shall be an independent contractor in all matters relating to this Grant Agreement. Grantee and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees and acknowledges that Grantee, its employees and agents, and Grantee’s subcontractors are independent contractors of THECB and/or the state of Texas and are not employees of THECB or the state of Texas, and Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers’ compensation, employment taxes, any other benefits and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers’ compensation benefits, and THECB is in no way a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay, and assign work.

Grantee agrees and acknowledges that Grantee and Grantee’s employees or assistants shall not be entitled to any state of Texas benefit on account of the services provided hereunder. If THECB or the state of Texas shall nonetheless

become liable for such payments or obligations, Grantee shall promptly pay or reimburse THECB or the state of Texas for such liability or obligation.

### **11.29 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES**

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

### **11.30 TAXES, WORKERS' COMPENSATION INSURANCE, AND UNEMPLOYMENT INSURANCE, INCLUDING INDEMNITY**

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

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

GRANTEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS GRANT AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY

GRANTEE WITH THE OFFICE THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including THECB rules relating to the TRUE Grant Program as codified in Title 19, Part 1 of the Texas Administrative Code, Chapter 10SS) and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of the Grant Agreement, including, if applicable, workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB's request, Grantee shall furnish THECB with satisfactory proof of its compliance.

### **11.31 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 Grant Agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

### **11.32 BUY TEXAS**

In accordance with Texas Government Code § 2155.4441, Grantee agrees that during the performance of a Grant Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

### **11.33 PROVISION OF SERVICES**

If applicable, upon THECB's request for the provision of any services for which THECB has made payment, Grantee shall immediately provide such services to THECB. Any failure to provide such services immediately shall be considered a material breach of this Grant Agreement.

### **11.34 FORCE MAJEURE**

THECB may grant relief from performance of this Grant Agreement if Grantee is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Grantee. The burden of proof for the need of such relief shall rest upon Grantee. Grantee shall notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if force majeure has occurred.

### 11.35 NOTICE

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

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

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

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

### 11.36 FALSE STATEMENTS; BREACH OF REPRESENTATIONS

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

### 11.37 SEVERABILITY AND WAIVER

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

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

### 11.38 HUMAN TRAFFICKING PROHIBITION

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

### **11.39 FOREIGN TERRORIST ORGANIZATIONS**

Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.

### **11.40 SYSTEM FOR AWARD MANAGEMENT**

THECB is federally mandated to adhere to the directions provided in the President’s Executive Order 13224, Executive Order on Terrorist Financing – *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the state of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

### **11.41 NOTIFICATION OF GRANT AGREEMENT**

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

If key personnel are employed by a Texas state agency or an institution of higher education outside their work with this Grant project, THECB will provide notice to their employer.

### **11.42 INSURANCE**

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

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

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

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

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

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

Grantee shall:

- Provide written notice to THECB by e-mail at [TRUE@highered.texas.gov](mailto:TRUE@highered.texas.gov) and by U.S. First Class Mail to 1801 N. Congress Ave. Suite 12.200, Austin, Texas 78701 at least thirty (30) calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Grantee's performance under the Grant Agreement; and
- Deliver to THECB by e-mail at [TRUE@highered.texas.gov](mailto:TRUE@highered.texas.gov) and by U.S. First Class Mail to 1801 N. Congress Ave., Suite 12.200, Austin, Texas 78701, all renewal policies at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Grant Agreement.

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

### **11.43 DEBTS AND DELINQUENCIES TO THE STATE**

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

### **11.44 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES**

Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code,

Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if it has been the subject of either or both such allegations, that Grantee has not been found to be liable for any such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officers have been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

#### **11.45 SUSPENSION AND DEBARMENT**

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

#### **11.46 EXCLUDED PARTIES**

Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

#### **11.47 E-VERIFY: U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

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

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

If this certification is falsely made, this Grant Agreement may

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

#### **11.48 DRUG-FREE WORKPLACE**

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

#### **11.49 NO COMMISSIONS**

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

#### **11.50 APPLICABLE TAXES**

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

#### **11.51 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS**

State agencies and institutions of higher education shall procure products which comply with the state of Texas accessibility requirements for electronic and information resources specified in Title 1 Texas Administrative Code, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

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

format. Additional information regarding the Buy Accessible Wizard or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

### **11.52 SMOKING POLICY**

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

### **11.53 SUBSTITUTIONS**

Substitutions are not permitted without THECB's written approval.

### **11.54 GRANTEE INFORMATION RESPONSIBILITIES**

(Applicable for Agreements \$1 Million and Above)

Grantee represents and warrants that it will comply with the requirements of Texas Government Code § 552.372(a). Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code §§ 552.371-.766 may apply to the Grant Agreement and Grantee agrees that the Grant Agreement can be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

### **11.55 CYBERSECURITY TRAINING**

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

### **11.56 DISASTER RECOVERY PLAN**

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

### **11.57 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

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

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

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

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

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

#### **11.58 CERTAIN TREATMENTS PROHIBITED**

Pursuant to § 161.704 of the Texas Health and Safety Code, Applicant certifies that it does not provide or facilitates the provision of a procedure or treatment to a child that is prohibited under section 161.702 of the Texas Health and Safety Code. Applicant shall not contract or subgrant any grant funds provided by THECB to any entity, organization or person that provides or facilitates such prohibited procedure or treatment.

## Appendix A: RFA DEFINITIONS

The following definitions shall apply:

1. **THECB** – The agency known as the Texas Higher Education Coordinating Board, including agency staff.
2. **Applicant** – An eligible entity, as defined in Section 3 of this RFA, submitting an application in accordance with the terms and conditions of this RFA.
3. **Application** – The document(s) submitted in response to a RFA or other notice of a grant funding opportunity which include but are not limited to a budget and project description.
4. **Authorized Agent or Representative** -- Any person who acts on behalf of or who is authorized to commit a participant in a covered transaction.
5. **Awarded Applicant** –The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
6. **Competitive Grants** - A type of grant program where grant funds are awarded to the most qualified eligible Applicants based on the criteria set forth in the RFA.
7. **Credentials of Value Pathway** – See diagram in Appendix E of this RFA.
8. **Expend(ed)** – Time at which incurred costs are actually paid. \_
9. **Grant Management System** - Grant management portal for the Texas Higher Education Coordinating Board: <https://theqb.fluxx.io/>
10. **High Demand Fields** – A list of occupations that provide at least a median wage, require education or training beyond high school but below a bachelor’s degree, and are projected to experience the most growth in each of the ten Texas higher education regions. Please see <https://www.highered.texas.gov/community-college-finance/high-demand-fields/r> for the latest listings.
11. **Incur(red)** - Costs that the Awarded Applicant is legally obligated to pay during the grant period, for example, when an invoice is received or when services are rendered. \_
12. **NOGA** – Notice of Grant Award – Notice of Grant Award (NOGA)- An official legal document used in conjunction with a RFA that notifies an entity of a grant award, provides the terms of the award, and is legally binding upon full execution.
13. **Public Lower Division Institutions of Higher Education** – Public lower division institutions of higher education are defined as public junior colleges, public state colleges, and public state

technical colleges in Texas.

14. **Request for Applications** - A type of solicitation notice in which the Coordinating Board announces available competitive grant funding, sets forth the eligibility and terms and conditions governing the grant program, provides evaluation criteria for submitted applications, and provides instructions for an eligible entity to submit an application for such competitive funding.
15. **State Fiscal Year** – The period of time beginning on September 1 and ending on August 31 of the following year, both dates inclusive.
16. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas and national holidays.
17. **THECB** – The agency known as the Texas Higher Education Coordinating Board, including agency staff.

## Appendix B: CALENDAR OF EVENTS

April 30, 2026	Request for Applications Published
May 7, 2026	Informational Webinar
May 26, 2026	Last Day for Inquiries
May 29, 2026	Application Deadline
June 2026	THECB Notification of Grant Awards
July 8, 2026*	Grant Period Begins; 50% of payment
November 30, 2026	First Interim Project Report and Expenditure Report Due to THECB
March 26, 2027	Second Interim Project Report and Expenditure Report Due to THECB; 50% of payment
July 30, 2027	Third Interim Project Report and Expenditure Report Due to THECB
October 7, 2027	Grant Period Ends - Last Day to Incur Grant Funds
December 7, 2027	Final Project Report, Expenditure Report and Return of Funds Form (if applicable) Due to THECB
December 17, 2027	Last Day to Submit Unexpended Grant Funds to THECB

\*Grant Period begins **July 8, 2026**, or upon execution of Notice of Grant Award, whichever is later.

## Appendix C: APPLICATION EVALUATION FORM

Criteria	Ratings Range	Rating	Comments
<b>General Considerations</b>			
Selection of Credentials of Value Pathway	1-10		
Project Work Plan (Total)	1-15		
Project Goal Statement			
Project Objectives & Expected Outcomes			
Applicant Capacity and Partners	1-10		
Selection of Technical Assistance Provider	1-5		
Alignment of Funding	1-10		
Overall Rating	1-10		
<b>Priority Considerations (Bonus Points)</b>			
High Demand Sector	0 or 5		
Institutional Size/Region	0		
Selection of TA Provider w/ Texas Experience	0 or 5		
<b>Total</b>	<b>6 - 70</b>		

**Appendix D: CHECKLIST OF REQUIRED APPLICATION MATERIALS**

<b>Required Information (RFA Section)</b>	<b>Location</b>
CERTIFICATION AND APPLICATION INFORMATION (RFA 8.1)	Grant Management System
PROJECT WORK PLAN and EVALUATION (RFA 8.2 AND 8.3)	Grant Management System
PROJECT BUDGET (RFA 8.4)	Grant Management System

## Appendix E: CREDENTIALS OF VALUE PATHWAY

### KEY DESIGN REQUIREMENTS

1. High demand occupation credential
2. 100 percent vertical credit articulation to next COV
3. Lateral credit articulation plan for related SCH and CH
4. Each postsecondary COV has meaningful exit/employment
5. Regional employers included in design work
6. Regional ISDs included in design work

### KEY INSTITUTIONAL OUTPUTS

1. Articulated program map, including innovations like [OER](#)
2. Program approval(s)
3. Student advising plan
4. CEU-to-SCH conversion plan
5. Credit articulation plan
6. Enrollment management policy and plan
7. Tuition & fee structure (accommodate credit articulation)
8. Faculty recruitment plan
9. Registrar and records policy and plan
10. Transcript to include credit articulation
11. Equipment acquisition plan
12. Facilities acquisition or renovation plan
13. CBM reporting plan (009, 00M)

### KEY GRANT ELEMENTS

1. Fifteen-month planning grant July 2026-October 2027
2. Five or more grantee institutions
3. \$150,000-\$200,000 award
4. Potential two-year implementation grant Fall 2027-Fall 2029

