



**TEXAS RESKILLING AND UPSKILLING THROUGH EDUCATION (TRUE)  
2024 GRANT PROGRAM  
Application Form**

**APPLICANT NAME: Fort Bend Chamber of Commerce**

**CERTIFICATION PAGE AND LEADERSHIP COMMITMENT**

**1. Certification of Information Contained in this Application**

The submitted Application is binding and valid at the discretion of the Texas Higher Education Coordinating Board. Any terms and conditions attached to an Application will not be considered. Applicant's attachment of such terms and conditions to an Application may disqualify the Application.

By submitting this document, the signatories certify to the following:

- (1) We are legally authorized to submit this application on behalf of the applicant institution.
- (2) The statements herein are true, complete, and accurate to the best of our knowledge.
- (3) If funds are awarded, this institution fully accepts the terms and conditions described in the Request for Applications (RFA) and accepts the obligation to comply with terms and conditions set by the Texas Higher Education Coordinating Board.

(4) We further certify that any funded activity will be conducted in accordance with all applicable Federal and State laws and regulations, applications guidelines and instructions, Debarment and Suspension, Lobbying Certifications, Drug-Free Workplace requirements, and Special Provisions and Assurances as applicable.

- (5) It is understood that this application constitutes an offer and, if accepted by the Coordinating Board or renegotiated to acceptance, will form a binding agreement.

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Name/Title of Person Authorized to Submit Application:

Name: Jamie Loasby, Assistant Director of Programs

Name/Title of Chancellor/President/Chief Academic Officer/Chief Financial Officer from Applicant Institution:

Name/Title: Keri Schmidt, President & CEO

Signature/Date of Chancellor/President/Chief Academic Officer/Chief Financial Officer from Applicant Institution:

Signature: *Keri Schmidt*

Date: 9/9/24

**Funding Period: December 2024-December 2025**

**Application Deadline: September 9, 2024, 11:59 PM Central**

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Eligible entities submitting applications after this date will not be considered for funding. The information provided in this application will serve as the basis for selection of TRUE 2024 funding recipients. Sections 1 through 7 of this Application must be completed as well as a [Budget Request Form](#), [Credential Roster Form](#), [Logic Model Form](#), and the submission of Letters of Support.

**Submit completed form and required attachments to the TRUE Grant HUB:**  
[TRUE Grant Program Hub - Smartsheet.com](https://smartsheet.com)

Contact for questions: [TRUE@highered.texas.gov](mailto:TRUE@highered.texas.gov)

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**1. Applicant Name**

Name of primary Applicant as listed below will appear as the Contracting Party in the *Notice of Grant Award*

**Applicant Name:** Fort Bend Chamber of Commerce

**2. Requested Grant Amount:**

\$ 500,000

*Please provide budget details in the TRUE Grant Program Budget Request Form available from the TRUE Grant Program Hub.*

**3. Grant Type**

Is this a Consortium Grant Application? (Yes/No) Yes

**4. Selection of Project Credential Program(s)**

**1-10 points with 10 highest**

**4.a Project Summary Narrative**

The rationale for the selection of the education and training project is outlined. Current labor market information and workforce stakeholder input that grounds the selection in local and regional needs are described.

Proposed credential program(s) should not duplicate existing postsecondary program offerings unless there is demonstrable unmet local or regional employer demand for an increase in the number of individuals with that credential or skills profile.



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Proposed projects must:

- Deliver education and workforce training that leads to postsecondary industry certifications or other workforce credentials required for high-demand occupations;
- Select one or more highly related industry certifications, certificate program(s) or other workforce courses of study each of which can be completed in six months duration or less that result in a credential in a high-demand occupation;
- Provide rationale and evidence regarding the selection of the high-demand credential program(s) chosen:
  - Select regional high-demand occupations as determined by the Texas Workforce Commission and local workforce boards which may be found at <https://www.twc.texas.gov/agency/workforce-development-boards> - scroll down and click on “Target Occupations by Board Area as of January 11, 2024”.
  - Statewide high-demand occupational fields found in the THECB’s fiscal year 2024 high-demand occupational fields list: [CCFF FY23 High-Demand Fields for FY25 Funding.xlsx \(live.com\)](#). This is the same list developed for and used in the House Bill 8 community college finance model.
  - Current labor market information such as hiring trends data, job postings and employment outcomes as they pertain to the selected credential program(s); and
  - Occupations identified for the project in consultation with employers and other workforce stakeholders who are hiring in the selected high-demand occupation(s); and
- Offer courses in a credential program that may:
  - be delivered digitally, face-to-face, or via hybrid instruction;
  - be stand alone or embedded in other credential programs; and
  - be credit- or non-credit-bearing.

(500 words maximum)



# TEXAS RESKILLING AND UPSKILLING THROUGH EDUCATION (TRUE)

## 2024 GRANT PROGRAM

### Application Form

The Fort Bend Chamber of Commerce introduces the "Fort Bend Future" initiative as part of the TRUE 2024 grant. This initiative focuses on expanding and enhancing existing workforce training programs in collaboration with Houston Community College Southwest (HCCS), Texas State Technical College (TSTC), and Wharton County Junior College (WCJC). The project directly addresses the growing need for skilled workers in high-demand technology fields, identified by labor market data and workforce stakeholder input.

The selected credential programs align with regional and statewide high-demand occupations as identified by the Texas Workforce Commission (TWC) and Texas Higher Education Coordinating Board (THECB). These programs meet demonstrable local and regional employer demand for skilled professionals, particularly in computer networking, cybersecurity, and IT support. The Houston region's technology sector is expected to add 9,700 jobs annually, driven by advancements in smart technologies and digital transformation (Greater Houston Partnership).

The initiative focuses on expanding short-term programs that can be completed within six months and lead to industry-recognized certifications.

- WCJC:
  - Network and Computer Systems Administrator - Network Cloud Specialist (CompTIA A+, CompTIA Network+, Cloud Partitioner)
  - Network and Computer Systems Administrator - Security Specialist (TestOut Pro Certification)
  - Demand: U.S. Bureau of Labor Statistics projects 4% growth in network and computer systems administrators, with 7,800 annual job openings.
- HCCS:
  - A+ Certification, Network+ Certification, and Security+ Certification
  - Demand: There are over 11,000 regional job openings for A+ certified professionals, with salaries starting from \$39,000 to \$57,000. Network+ and Security+ certifications are similarly in high demand, with wages reaching \$54,600 (Texas Workforce Commission).
- TSTC:
  - Computer Networking Technology (15-1244) and Cybersecurity Technology (15-1212)
  - Demand: Houston is projected to see a 17% growth in cybersecurity jobs, with starting salaries between \$70,000 and \$90,000 (Cybersecurity Ventures).

Courses will be offered through a mix of digital, face-to-face, and hybrid formats to ensure flexibility. The programs can stand alone or be embedded in other credential programs, offered in both credit and non-credit formats to meet diverse student needs. These short-term programs are designed to quickly upskill and reskill individuals for employment in high-demand occupations, aligning with both regional and statewide workforce needs.

As the technology landscape evolves, the credential programs will be continuously refined to adapt to new workforce demands. By expanding these programs, the consortium ensures that students are equipped for immediate entry into high-demand technology roles while preparing for future career advancement. This initiative will significantly enhance the region's talent

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pool, helping meet the increasing need for skilled professionals in high-demand technology fields.

**4.b Credential Roster Form (TRUE Grant Hub)**

Along with the Project Summary Narrative, applicants must fill out a Credential Roster Form that provides details about the selected credential program(s) that will be the focus of the grant. The Credential Roster Form is a downloadable form on the TRUE Grant Hub.

**5. Project Goals and Activities**

1-10 points with 10 highest

**5.a Project Purpose**

Is the proposed project a (select one or more that applies):

- Planning engagement
- Expansion/redesign of existing credential program(s)
- Creation of new credential program(s)

**5.b Description of Goals and Activities**

The required description of goals and activities clearly defines objectives, outcomes, and activities that are appropriate, methodical, and reasonably achievable within the grant period. The plan to use existing and newly acquired resources is clearly described and matches the project's goals.

The proposed project preferably incorporates a working partnership with employer(s) from the selected high-demand occupational field. Work-based learning opportunities and employment pathways are also encouraged in the program design. The narrative describes the working partnership with employer(s) in the selected high-demand occupation with information about work-based learning and hiring protocols being planned or executed that will benefit individuals enrolled and completing the project credential program(s). (500 words maximum)

# TEXAS RESKILLING AND UPSKILLING THROUGH EDUCATION (TRUE)

## 2024 GRANT PROGRAM

### Application Form

The "Fort Bend Future Workforce" initiative, including Houston Community College Southwest (HCCS), Texas State Technical College (TSTC), and Wharton County Junior College (WCJC), focuses on expanding credential programs in high-demand technology fields. The Fort Bend Chamber of Commerce (FBCC) coordinates the project, ensuring alignment with workforce needs, managing grant funds, and facilitating collaboration with local employers.

#### HCCS Goals

Objective: Expand workforce programs to train 230 students in A+, Network+, and Security+ certifications.

Outcomes: 90% of students (208) are expected to complete their courses, with 85% (176) earning industry-recognized credentials. The goal is for 100% of credentialed graduates to secure employment within one year of completing the program.

#### Activities:

- Hire additional instructors and incorporate modern technology into training programs.
- Develop accelerated, non-credit courses that provide certifications quickly while offering credits for future degree programs.
- Partner with local Workforce Solutions and Houston regional employers to host hiring fairs and offer students job placement opportunities.

#### TSTC Goals

Objective: Enhance Computer Networking and Cybersecurity programs by introducing an accelerated, non-credit format for two first-semester credit courses, including preparation for CompTIA Network+ certification.

Outcomes: Students completing the accelerated courses will earn six credit hours and be ready for immediate employment in networking and cybersecurity fields, addressing local skills gaps. Tuition will fund training, supplies, books and testing fees for 40 students, 15 computers will be purchased for student instruction and 1 instructor will be hired to teach 3 cohorts.

#### Activities:

- Develop an accelerated non-credit course format to broaden accessibility.
- Integrate CompTIA Network+ certification into the curriculum.
- Collaborate with employers to provide real-world, hands-on learning opportunities that align with workforce needs.

#### WCJC Goals

Objective: Update and expand curricula for CompTIA A+, Network+, Cloud Partitioner, and TestOut Pro certifications to meet industry standards. Train 5 faculty members and purchase equipment and software to equip 4 labs.

Outcomes: Programs will prepare students for in-demand fields such as networking and cloud computing.



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#### Activities:

- Allocate faculty resources to develop new curricula tied to industry certifications.
- Invest in equipment and resources to support hands-on training.
- Provide professional development for instructors to integrate updated teaching methods and technologies.

In addition to technical certifications, the project will outsource a community partner to provide workshops focused on essential soft skills for technology professionals. These workshops will include:

1. Communication Skills
2. Teamwork and Collaboration
3. Leadership and Conflict Resolution

Goal: Enhance students' interpersonal and leadership skills to improve teamwork, communication, and project success in the workplace. These skills will help tech professionals integrate more effectively into their teams, contributing to their long-term career growth.

The consortium will maintain regular communication, sharing resources and progress to ensure accountability and alignment with project goals. FBCC will coordinate ongoing progress reports, track performance, and ensure all partners remain on track to meet the objectives. By combining technical and soft skills training, the consortium prepares students for both immediate employment and long-term success in high-demand technology fields.

Through expanded credential programs, strong employer partnerships, and the integration of soft skills training, the "Fort Bend Future Workforce" initiative will equip students with the skills necessary for successful careers in the technology sector.

#### 5.b Logic Model Form (TRUE Grant Hub)

The application must include a Logic Model Form outlining the inputs, activities/timeline, and outcomes for the project. Information in the Logic Model should echo the description of the project's goals and activities. The Logic Model elements should be clear, reasonable and achievable. The Logic Model Form is a downloadable form on the TRUE Grant Hub.

## 6. Applicant/Consortium Capacity

### 1-5 points with 5 highest

This mandatory response addresses relevant workforce education capabilities on the part of the applicant and, if applicable, consortium members. It covers past work on similar projects and institutional capacity to create and implement similar projects in an efficient and successful manner.

If a consortium is proposed, the following Information must be Included:

- the rationale for the formation of the collaboration clearly articulated and grounded in the need for a common regional approach or a single high-demand occupational field strategy across consortia partners;
- a clear statement of the criteria for selecting partners; and
- Consortium members' commitment and sharing of responsibilities detailed.

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(500 words maximum)

The "Fort Bend Future Workforce" initiative unites Houston Community College Southwest (HCCS), Texas State Technical College (TSTC), and Wharton County Junior College (WCJC) under the coordination of the Fort Bend Chamber of Commerce (FBCC). This consortium was formed to address regional workforce shortages in high-demand technology fields, including computer networking, cybersecurity, and IT support. The collaboration focuses on expanding credential programs and aligning them with employer needs, leveraging the resources and expertise of each partner.

Fort Bend County's rapid growth has led to a critical demand for skilled technology professionals. A common regional approach is essential to meet this demand effectively. The consortium's unified strategy builds on the strengths of each institution while leveraging existing partnerships with local employers to address these needs comprehensively.

The Fort Bend Future Initiative, led by FBCC, is already focused on fostering innovation and workforce development in the technology sector, providing the groundwork for this collaboration. By building on existing relationships and expertise, this consortium is well-positioned to close the skills gap and drive economic growth through workforce education.

Each consortium partner was selected based on its demonstrated ability to deliver high-quality, industry-aligned credential programs:

- HCCS offers strong certification programs, including A+, Network+, and Security+, and has deep employer connections through its Digital & Information Technology Center of Excellence.
- TSTC brings a robust Computer Networking and Cybersecurity program with expertise in delivering accelerated non-credit courses that prepare students for immediate employment.
- WCJC excels in developing curricula for industry certifications like Cloud Partitioner and TestOut Pro, aligned with regional demand in networking and cloud computing.

Together, these institutions bring complementary strengths to the consortium, ensuring comprehensive, workforce-focused programming in technology fields.

The consortium's success depends on shared responsibilities among the partners:

- HCCS will focus on expanding and enhancing its certification programs (A+, Network+, and Security+), ensuring alignment with employer needs and providing job placement support through Workforce Solutions and hiring fairs.
- TSTC will develop accelerated non-credit formats for networking and cybersecurity courses, including preparation for CompTIA certifications, expanding access to industry-recognized credentials.
- WCJC will update and develop curricula for high-demand certifications such as Cloud Partitioner and TestOut Pro, ensuring these programs meet industry standards.

The Fort Bend Chamber of Commerce will serve as the central coordinator, facilitating communication among partners, overseeing grant management, and coordinating outreach efforts.



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### **Application Form**

FBCC will ensure accountability by organizing regular progress reports, tracking outcomes, and fostering employer engagement through its Education Division and Fort Bend Future Initiative.

The FBCC's Fort Bend Future Initiative and Education Division have long-established partnerships with local businesses, educational institutions, and workforce stakeholders. These existing collaborations provide the foundation for the consortium's efforts. FBCC's leadership in promoting workforce development and innovation in the region ensures the initiative's success by connecting students with employers, expanding credential programs, and driving economic growth in high-demand fields.

Through this consortium, the partners are committed to sharing resources, leveraging their expertise, and creating opportunities for local residents to thrive in high-demand technology occupations.

## **7. Information about Priority Criteria**

### **Consortium Proposed**

#### **0 or 5 bonus points**

TRUE Grants encourage the formation of consortia among three or more eligible public higher education institutions as stipulated in RFA Section 7.2 and Appendix A. The application clearly demonstrates how the consortium will efficiently and effectively work for the shared project goals that will lead to greater regional and statewide impact and be the best use of limited funds.

### **Partnerships**

#### **0 or 5 bonus points**

Projects that partner with employers, local chambers of commerce, trade associations, economic development corporations, and local workforce boards to analyze job postings and identify employers hiring roles with the skills developed by the training programs will be given priority consideration in application review. The application and documentation submitted clearly indicate the nature and extent of the partnership undertaken.

### **Affordable Options**

#### **0 or 2 bonus points**

Projects that offer affordable options to students enrolling in the selected high-demand credential program(s) will be given priority in application review. Inclusion of financial aid for students would be one such indicator. The application clearly describes program affordability as a goal of the project.

### **Opportunities for Displaced Workers**

#### **0 or 2 bonus points**

Projects that focus on high-demand credential program(s) in service to displaced workers will also be given priority consideration in application review. The application clearly describes how the project provides opportunities to Displaced Workers.



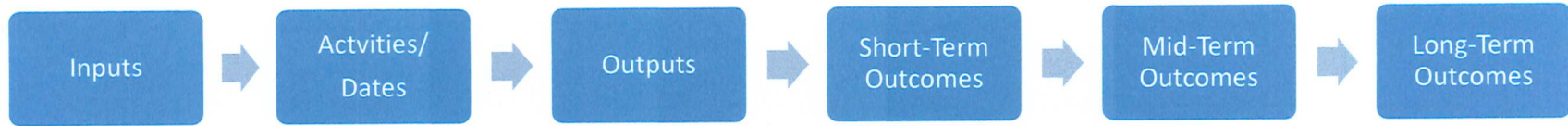
## TRUE 2024 Budget Request Form

Enter Institution Name	Fort Bend Chamber of Commerce
Consortium (Yes/No)	Yes
Preparer's Name	Jamie Loasby
Submission Date	9/9/2024
Program Name	True 2024 Grant Program

Required	Required	Required	Required
Total Award Amount Requested	Budget Category	Requested Amount	Detailed use of funds
\$600,000.00	Curriculum development & instructional design	\$618.00	\$30.89 per hour x 20 hours of curriculum development and instructional design
	Instructional software	\$0.00	
	Instructional equipment	\$155,503.33	15 Computers for TSTC instructional training; Purchase of equipment necessary for WCJC technology courses
	Renovations to instructional facilities required for the project purpose	\$0.00	
	Student financial aid	\$349,333.33	Tuition and fees for 300 HCC students to take one of the offered DIT certification courses; Train 46 TSTC students at \$2,500; WCJC Scholarships to cover student's tuition and fees.
	Student supports	\$10,000.00	Workshops on soft skill training for tech professionals entering workforce
	Faculty hiring & training capacity	\$50,720.00	One TSTC Instructor will be hired to teach four cohorts (no training necessary) of students; WCJC professional training for faculty
	Off the shelf credential/training materials	\$18,840.00	Supplies, books, and testing fees
	Project marketing & outreach costs	\$0.00	
	Project data administration & reporting	\$14,985.34	\$12k to be used by Fort Bend Chamber to coordinate grant administration, reporting and publicity; other used for TSTC administration
	<b>Total Requested</b>	<b>\$600,000.00</b>	



TRUE 2024 Grant Program Logic Model Form



What new & existing resources will be used to support the project?

What are the main things the project will do? What is the time frame for their completion?

What products will be created? (Typically, things that can be directly observed & that will continue to exist after the project ends)

What will occur as a direct result of the activities & outputs?

What results should follow the short-term outcomes?

What results should follow the mid-term outcomes?

Perkins Funding, Staff, Faculty, & Administrators	Curriculum Review & Modification (Dec 2024 - May 2025)	New curriculum modules for accelerated technical and soft skill programs	Students acquire technical and soft skills needed for workforce readiness	Increased student completions with both technical and soft skills certifications	Improved employment outcomes and higher job retention rates for graduates
Curricular/Instructional Expertise	Outreach, Recruitment & Soft Skills Workshop Development (Dec 2024 - May 2025)	New recruitment materials and soft skills workshops on communication, teamwork, and leadership	Increased student enrollment in both technical and soft skills programs	More well-rounded graduates with improved communication and collaboration skills	Long-term career success and leadership potential for graduates in the workforce
Industry Partners	Student Enrollment & Program Launch (Jan 2025 - Aug 2025)	Enrollment data and new partnerships with local industries for technical training	Expanded industry partnerships for internships and job placements	Enhanced industry collaboration for job placements requiring both technical and interpersonal skills	Sustained industry engagement with continued hiring of skilled graduates
Institutional Facilities, LMS Systems	Marketing & Industry Engagement (Jan 2025 - Aug 2025)	Industry outreach materials promoting technical development	Stronger ties with employers seeking tech professionals with soft skills	Increased internship and job opportunities for students with balanced skill sets	Long-term employer collaboration, resulting in a more robust workforce pipeline



TRUE 2024 Grant Program Logic Model Form

Instructor & Faculty Professional Development	Faculty Training on Technical & Soft Skills (Throughout 2025)	Updated instructional materials for teaching technical skills	Improved instructional quality that integrates technical expertise with soft skill development	Faculty better equipped to teach industry-aligned curriculum with leadership and communication training	Increased capacity to deliver well-rounded training for tech professionals
Career & Financial Aid Programs	Coordination with Career Services (Throughout 2025)	Improved student access to career planning, financial aid, and soft skills support	More students utilizing career resources and financial support for holistic education	Higher student retention rates and better preparation for job placement	Graduates better positioned to secure and retain jobs in competitive tech sectors



December 17, 2024

Wharton County Junior College  
Betty A. McCrohan  
President  
911 Boling Hwy, A-108  
Wharton, TX 77488

Dear Mrs. McCrohan,

**SUBAWARD AGREEMENT**

Fort Bend Chamber of Commerce (“Chamber”) and Wharton County Junior College (“Subgrantee”) (individually, "Party" and collectively, "Parties") enter into this Subaward Agreement (“Agreement”) for The Texas Reskilling and Upskilling through Education (TRUE) 2024-2025 Grant Program (TRUE Program).

**I. Purpose**

The Subgrantee agrees to collaborate with the Chamber to perform the services outlined under this Agreement as part of the Texas Higher Education Coordinating Board (“THECB”)’s Texas Reskilling and Upskilling through Education (TRUE) 2024 Grant Program, THECB Award No.: 01529.

**II. Legal Authority**

THECB administers the TRUE Program pursuant to sections 61.881-61.886 of the Texas Education Code, and in accordance with Texas Administrative Code Title 19, Part 1, Chapter 13N, sections 13.400-13.408.

**III. Statement of Work**

The Subgrantee and the Chamber will provide the services and deliverables as set forth in:

1. This Agreement, as may be amended;
2. THECB Request for Application and any addenda (RFA);
3. The Grant Application attached hereto as Exhibit A;
4. The Notice of State Award (Grant Award or NOGA) attached to this Agreement and incorporated herein for all purposes as Exhibit B;
5. Any applicable law, regulation, rule, policy, or THECB requirement.

#### **IV. Period of Performance**

This Agreement will begin upon the date of final execution of the Notice of Grant Award attached as Exhibit B, and will conclude on December 2, 2025, for an approximately 12-month Grant Period. The Subgrantee will complete the work for this Agreement within milestone timelines set forth in Exhibit A and as dictated by the TRUE Grant Program. Extensions require the approval of THECB and the Chamber and shall not be unreasonably withheld.

#### **V. Consideration**

The total amount payable to Subgrantee under this contract shall not exceed \$184,333.33. The Subgrantee understands and agrees that the Chamber is under no obligation to reimburse the Subgrantee for costs exceeding the amounts specified in this Agreement.

#### **VI. Amendment and Modification**

This Agreement may be amended or modified in writing at any time as mutually agreed upon by the Chamber and the Subgrantee or as required by THECB.

#### **VII. Independent Contractor**

This Agreement does not create any joint venture, partnership, agency, or employment relationship between the Parties. Subgrantee's representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in the performance of Subgrantee's obligations under this Agreement. Neither Party is an agent of the other Party, and neither may bind the other to any agreement.

#### **VIII. Termination**

**Termination for Convenience:** Either Party may terminate this Agreement with thirty (30) days' written notice. Upon termination, the Parties will equitably settle interests accrued up to the date of termination.

**Termination of the THECB Grant Agreement:** In accordance with Article 11 of the RFA, the Parties acknowledge that THECB may terminate its grant agreement with the Chamber for Convenience of the State or for Cause (RFA Sections 11.1.1 and 11.1.2, respectively). The Parties further agree that:

1. In the event of Termination of the award by THECB, the Chamber shall issue to Subgrantee a notice of the termination specifying the THECB termination date.
2. Upon receipt of the Chamber's notice of Termination of the Award by THECB, Subgrantee shall cease all work immediately upon the effective date of the termination, unless otherwise directed in the Notice.
3. In the event of Termination of the award by THECB, the Chamber's sole and maximum payment obligation to Subgrantee under this Agreement shall be limited to work completed prior to the effective date of termination and for which the Chamber has received payment from THECB.



**Termination for Cause:** The Chamber may immediately terminate this Agreement upon determination of Subgrantee's non-performance of its obligations under this Agreement or Subgrantee's non-compliance with the terms and conditions of this Agreement, in the Chamber's sole discretion. Upon such determination of non-performance or non-compliance, the Chamber shall issue a notice of termination specifying the reason(s) for the termination and the termination date.

**Termination for Non-Appropriation:** This Agreement is subject to immediate termination or cancellation, either in whole or in part, without penalty to the Chamber, in the absence of availability of state funds for the TRUE Program.

#### **IX. Disclaimer of Warranties and Limitations of Liability**

Neither Party makes any express or implied warranties, including but not limited to merchantability or fitness for a particular purpose, regarding confidential information, technology, or other materials provided under this Agreement. Neither Party shall be liable for claims arising from the use of such materials, whether in contract or tort. Each Party agrees, to the extent permitted by Texas law, to indemnify the other for claims arising from sublicenses or transfers. Consequential or incidental damages are excluded from liability.

#### **X. Disputes; Mediation**

If applicable, disputes under this Agreement will follow the process outlined in Chapter 2260 of the Texas Government Code. The process includes:

1. **Negotiation:** Subgrantee must submit a written notice of claim to the Chamber specifying the breach, damages sought, and calculation method. Both Parties will negotiate in good faith to resolve the issue.
2. **Contested Case Process:** If unresolved, the claim may proceed to a contested case under Chapter 2260 as the sole remedy.
3. **Sovereign Immunity:** This Agreement does not waive the State's sovereign immunity. Compliance with Chapter 2260 is required before any further legal action.

The existence of a dispute does not suspend Subgrantee's obligations under this Agreement. Any claims by the Chamber against Subgrantee are handled separately and are not subject to mandatory counterclaims under Chapter 2260.

#### **XI. Insurance**

Subgrantee shall maintain the following insurance:

Errors and Omissions Insurance: \$1,000,000 per occurrence.

General Liability Insurance: \$2,000,000 per occurrence.

Automobile Liability Insurance: \$1,000,000 per occurrence.

Workers' Compensation: As required by Texas law.

Proof of insurance must be provided prior to the start of work.

## **XII. Confidentiality**

Confidential Information shared under this Agreement shall be safeguarded using reasonable efforts to prevent unauthorized disclosure. This obligation persists for three (3) years following the termination of this Agreement.

## **XIII. Licenses, Permits, Taxes, and Compliance**

1. Subgrantee will obtain, maintain, and bear the cost of all necessary licenses, permits, or certifications required to perform under this Agreement.
2. Subgrantee is responsible for all applicable taxes, fees, and penalties, as well as compliance with federal, state, and local laws and regulations.
3. Subgrantee certifies adherence to all nondiscrimination statutes and confirms it is not currently debarred, suspended, or declared ineligible by any federal agency.

## **XIV. Ownership and Use of Work Material**

1. Work Material created under this Agreement remains the property of the Party that prepared it. Reuse requires written permission from the original Party.
2. Work Material may be published only with mutual approval from both Parties.

## **XV. Reporting and Payment Terms**

1. Subgrantee may invoice 50% of the compensation upon execution of this Agreement and 50% upon submission and approval of the Interim Report by THECB.
2. All invoices must comply with the Texas Prompt Payment Act.

## **XVI. Governing Law and Miscellaneous**

1. This Agreement is governed by Texas law, with disputes resolved in Fort Bend County, Texas.
2. Severability ensures invalid provisions do not affect the remainder of the Agreement.
3. Force Majeure excuses delays caused by uncontrollable events such as natural disasters or governmental actions.
4. Amendments must be in writing and signed by both Parties.

**SIGNATURE PAGE  
SUBAWARD AGREEMENT  
TEXAS RESKILLING AND UPSKILLING THROUGH EDUCATION 2024-2025 GRANT  
PROGRAM  
THECB AWARD No.: 01529  
APPROPRIATION YEAR: 2025**

**For Fort Bend Chamber of Commerce:**

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(Authorized Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Wharton County Junior College**

---

(Authorized Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

- Exhibit A: THECB TRUE Grant Application
- Exhibit B: Notice of State Grant Award



Notice of State Grant Award  
to  
**Fort Bend Chamber of Commerce**

<p>Grantee Name and Address:</p> <p><b>Fort Bend Chamber of Commerce (Consortium with Houston Community College; Texas State Technical College, and Wharton County Jr. College) 445 Commerce Green Blvd Sugar Land, TX 77478-3539</b></p>	<p>Grant Title: <b>The Texas Reskilling and Upskilling through Education (TRUE) 2024-2025 Grant Program</b></p> <hr/> <p>Amount of Award: <b>\$600,000.00</b></p> <hr/> <p>Division: <b>6000 Workforce Education</b></p> <hr/> <p>Term of Grant: <b>Upon the later of full execution or 12/2/2024 to 12/2/2025</b> All allowable expenditures must be incurred by: <b>12/2/2025</b></p> <hr/> <p>Payment Method: <b>Funds are payable after execution of the NOGA. 50% percent payable upon execution. Fifty percent (50%) payable upon receipt and approval by THECB staff of reporting requirements as detailed in the RFA.</b></p>
<p>Authority: <b>The statutory authority for the TRUE Grant Program is found in sections 61.881-61.886 of the Texas Education Code. The program is administered by the THECB under Texas Administrative Code Title 19, Part 1, Chapter 13N, sections 13.400-13.408.</b></p>	
<p>The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application ("RFA") including any addenda issued, (2) addenda to the Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. If not a strictly reimbursable award, any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within ninety (90) calendar days unless otherwise agreed by THECB and Grantee.</p>	
<p><b>Signed by THECB Official:</b></p> <p>David Troutman</p> <p><small>Digitally signed by David Troutman Date: 2024.11.21 08:47:12 -06'00'</small></p>	<p><b>Signed by Grantee Official:</b></p> <p><i>Ken Schmidt</i></p>
<p><b>David Troutman Deputy Commissioner for Academic Affairs</b></p>	<p><b>Name/Title:</b></p> <p><i>Ken Schmidt, President &amp; CEO</i></p>
<p><b>Date:</b> 11/21/2024</p>	<p><b>Date:</b> <i>11/9/24</i></p>



December 17, 2024

Wharton County Junior College  
Betty A. McCrohan  
President  
911 Boling Hwy, A-108  
Wharton, TX 77488

Dear Mrs. McCrohan,

### **SUBAWARD AGREEMENT**

Fort Bend Chamber of Commerce ("Chamber") and Wharton County Junior College ("Subgrantee") (individually, "Party" and collectively, "Parties") enter into this Subaward Agreement ("Agreement") for The Texas Reskilling and Upskilling through Education (TRUE) 2024-2025 Grant Program (TRUE Program).

#### **I. Purpose**

The Subgrantee agrees to collaborate with the Chamber to perform the services outlined under this Agreement as part of the Texas Higher Education Coordinating Board ("THECB")'s Texas Reskilling and Upskilling through Education (TRUE) 2024 Grant Program, THECB Award No.: 01529.

#### **II. Legal Authority**

THECB administers the TRUE Program pursuant to sections 61.881-61.886 of the Texas Education Code, and in accordance with Texas Administrative Code Title 19, Part 1, Chapter 13N, sections 13.400-13.408.

#### **III. Statement of Work**

The Subgrantee and the Chamber will provide the services and deliverables as set forth in:

1. This Agreement, as may be amended;
2. THECB Request for Application and any addenda (RFA);
3. The Grant Application attached hereto as Exhibit A;
4. The Notice of State Award (Grant Award or NOGA) attached to this Agreement and incorporated herein for all purposes as Exhibit B;
5. Any applicable law, regulation, rule, policy, or THECB requirement.



#### **IV. Period of Performance**

This Agreement will begin upon the date of final execution of the Notice of Grant Award attached as Exhibit B, and will conclude on December 2, 2025, for an approximately 12-month Grant Period. The Subgrantee will complete the work for this Agreement within milestone timelines set forth in Exhibit A and as dictated by the TRUE Grant Program. Extensions require the approval of THECB and the Chamber and shall not be unreasonably withheld.

#### **V. Consideration**

The total amount payable to Subgrantee under this contract shall not exceed \$184,333.33. The Subgrantee understands and agrees that the Chamber is under no obligation to reimburse the Subgrantee for costs exceeding the amounts specified in this Agreement.

#### **VI. Amendment and Modification**

This Agreement may be amended or modified in writing at any time as mutually agreed upon by the Chamber and the Subgrantee or as required by THECB.

#### **VII. Independent Contractor**

This Agreement does not create any joint venture, partnership, agency, or employment relationship between the Parties. Subgrantee's representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in the performance of Subgrantee's obligations under this Agreement. Neither Party is an agent of the other Party, and neither may bind the other to any agreement.

#### **VIII. Termination**

**Termination for Convenience:** Either Party may terminate this Agreement with thirty (30) days' written notice. Upon termination, the Parties will equitably settle interests accrued up to the date of termination.

**Termination of the THECB Grant Agreement:** In accordance with Article 11 of the RFA, the Parties acknowledge that THECB may terminate its grant agreement with the Chamber for Convenience of the State or for Cause (RFA Sections 11.1.1 and 11.1.2, respectively). The Parties further agree that:

1. In the event of Termination of the award by THECB, the Chamber shall issue to Subgrantee a notice of the termination specifying the THECB termination date.
2. Upon receipt of the Chamber's notice of Termination of the Award by THECB, Subgrantee shall cease all work immediately upon the effective date of the termination, unless otherwise directed in the Notice.
3. In the event of Termination of the award by THECB, the Chamber's sole and maximum payment obligation to Subgrantee under this Agreement shall be limited to work completed prior to the effective date of termination and for which the Chamber has received payment from THECB.



**Termination for Cause:** The Chamber may immediately terminate this Agreement upon determination of Subgrantee's non-performance of its obligations under this Agreement or Subgrantee's non-compliance with the terms and conditions of this Agreement, in the Chamber's sole discretion. Upon such determination of non-performance or non-compliance, the Chamber shall issue a notice of termination specifying the reason(s) for the termination and the termination date.

**Termination for Non-Appropriation:** This Agreement is subject to immediate termination or cancellation, either in whole or in part, without penalty to the Chamber, in the absence of availability of state funds for the TRUE Program.

#### **IX. Disclaimer of Warranties and Limitations of Liability**

Neither Party makes any express or implied warranties, including but not limited to merchantability or fitness for a particular purpose, regarding confidential information, technology, or other materials provided under this Agreement. Neither Party shall be liable for claims arising from the use of such materials, whether in contract or tort. Each Party agrees, to the extent permitted by Texas law, to indemnify the other for claims arising from sublicenses or transfers. Consequential or incidental damages are excluded from liability.

#### **X. Disputes; Mediation**

If applicable, disputes under this Agreement will follow the process outlined in Chapter 2260 of the Texas Government Code. The process includes:

1. **Negotiation:** Subgrantee must submit a written notice of claim to the Chamber specifying the breach, damages sought, and calculation method. Both Parties will negotiate in good faith to resolve the issue.
2. **Contested Case Process:** If unresolved, the claim may proceed to a contested case under Chapter 2260 as the sole remedy.
3. **Sovereign Immunity:** This Agreement does not waive the State's sovereign immunity. Compliance with Chapter 2260 is required before any further legal action.

The existence of a dispute does not suspend Subgrantee's obligations under this Agreement. Any claims by the Chamber against Subgrantee are handled separately and are not subject to mandatory counterclaims under Chapter 2260.

#### **XI. Insurance**

Subgrantee shall maintain the following insurance:

Errors and Omissions Insurance: \$1,000,000 per occurrence.

General Liability Insurance: \$2,000,000 per occurrence.

Automobile Liability Insurance: \$1,000,000 per occurrence.

Workers' Compensation: As required by Texas law.

Proof of insurance must be provided prior to the start of work.

## **XII. Confidentiality**

Confidential Information shared under this Agreement shall be safeguarded using reasonable efforts to prevent unauthorized disclosure. This obligation persists for three (3) years following the termination of this Agreement.

## **XIII. Licenses, Permits, Taxes, and Compliance**

1. Subgrantee will obtain, maintain, and bear the cost of all necessary licenses, permits, or certifications required to perform under this Agreement.
2. Subgrantee is responsible for all applicable taxes, fees, and penalties, as well as compliance with federal, state, and local laws and regulations.
3. Subgrantee certifies adherence to all nondiscrimination statutes and confirms it is not currently debarred, suspended, or declared ineligible by any federal agency.

## **XIV. Ownership and Use of Work Material**

1. Work Material created under this Agreement remains the property of the Party that prepared it. Reuse requires written permission from the original Party.
2. Work Material may be published only with mutual approval from both Parties.

## **XV. Reporting and Payment Terms**

1. Subgrantee may invoice 50% of the compensation upon execution of this Agreement and 50% upon submission and approval of the Interim Report by THECB.
2. All invoices must comply with the Texas Prompt Payment Act.

## **XVI. Governing Law and Miscellaneous**

1. This Agreement is governed by Texas law, with disputes resolved in Fort Bend County, Texas.
2. Severability ensures invalid provisions do not affect the remainder of the Agreement.
3. Force Majeure excuses delays caused by uncontrollable events such as natural disasters or governmental actions.
4. Amendments must be in writing and signed by both Parties.

**SIGNATURE PAGE  
SUBAWARD AGREEMENT  
TEXAS RESKILLING AND UPSKILLING THROUGH EDUCATION 2024-2025 GRANT  
PROGRAM  
THECB AWARD No.: 01529  
APPROPRIATION YEAR: 2025**

**For Fort Bend Chamber of Commerce:**

Ken Schmidt  
(Authorized Signature)

Name: Ken Schmidt Title: President & CEO

Date: 1.9.25

**For Wharton County Junior College**

Betty McCowan  
(Authorized Signature)

Name: Betty McCowan Title: President

Date: 01/07/2025

**Attachments:**

- Exhibit A: THECB TRUE Grant Application
- Exhibit B: Notice of State Grant Award