



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees accept the grant agreement for ECMC FAFSA Student Strategy Award. Fiscal Impact: \$85,000.00 - No Cost to the College.

Presenter(s): Dr. Steven Tinsley, Vice President, Workforce Education and Strategic Partnerships

What is the purpose of this contract and why is it needed? The purpose of this contract is to support Broward College in increasing FAFSA completion rates for the 2024-2025 academic year and to combat "summer melt" by encouraging actual enrollment among students who have expressed an intent to enroll. This support is needed to enhance the college's ability to assist students in completing their FAFSA applications, thereby securing necessary financial aid for their education and ensuring higher enrollment rates.

What procurement process or bid waiver was used and why? Not applicable. As an initial grant award, no procurement process or bid waiver was used.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? No, this is an initial grant award.

What fund, cost center and line item(s) were used? PG000488; FD206; CC0268; BU301; GR001272

Has Broward College used this vendor before for these products or services? Not applicable.

Was the product or service acceptable in the past? Not applicable.

Was there a return on investment anticipated when entering this contract? Yes, the anticipated return on investment includes increased FAFSA completion rates, higher student enrollment rates, and enhanced financial aid support for students, leading to better student retention and success rates.

Was that return on investment not met, met, or exceeded and how? Metrics such as the number of FAFSA applications submitted and completed, and the number of students enrolling will be used to evaluate the return on investment after project completion.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes, this contract supports social enterprise tactics by increasing access to financial aid for students, which aligns with the mission of enhancing educational opportunities and student success through financial support initiatives.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Board Item

Description: No cost to the College. Grant Award Total: \$85,000.00












Meeting of August 20, 2024

APPROVAL PATH: 12306: ECMC FAFSA Student Support Strategy Award

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Steven Tinsley	VP, Workforce Education		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Legal Services Review Group	Review and Approval for Form and		 Completed	
4	Board Clerk	Agenda Preparation		 Pending	
5	District Board of Trustees	Meeting	08/20/24 11:00 AM	 Pending	
6	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	

FAFSA Student Support Strategy Award Agreement, Terms, and Conditions

ECMC is awarding \$85,000 to The District Board of Trustees of Broward College, Florida, a/k/a Broward College (“Awardee”) for the award titled FAFSA Student Support Strategy project. The objective of the award, described more fully in the award proposal, is to support the Department of Education’s student financial aid programs by (1) increasing the 2024-25 FAFSA completion rates and (2) combating “summer melt” and increasing actual enrollment rates among students who have expressed an intent to enroll in college for the 2024-25 academic year. The award is contingent upon Awardee’s agreement to the following terms:

1. Award Period and Payment Schedule:

The total amount payable is \$85,000. The award period extends from the **start date** of 05/06/2024 through 08/31/2024. Payments are anticipated to disburse on or near the following dates:

Amount	Anticipated Payment Date
\$85,000	06/18/2024

2. Records and Reports:

The Awardee is required to keep a record of all receipts and expenditures relating to this award and to provide ECMC with interim progress monthly and final, cumulative written reports. Awardee’s interim progress reports should describe in detail, the progress in achieving the purposes of the award. At a minimum, such reports should explain the results of the efforts supported by the funding including, to the extent practicable, the number of FAFSAs completed and submitted, the number of new counselors, advisors, program staff trained, number of students and/or family members who participated, number of clinics, workshops, recognition events, trainings, webinars hosted and number of people reached through social media and other media efforts due to the Awardee’s efforts. The final reports must include the foregoing, and additionally include a detailed financial accounting of the uses or expenditure of all award funds with receipts provided upon request. Reports will be completed online. Link will be provided.

The Awardee also agrees to provide any other information reasonably requested by ECMC. If the Awardee obtains any audited financial statements covering any part of the period of this award, please provide a copy to ECMC as well. The Awardee is required to keep the financial records with respect to this award, along with copies of any reports submitted to ECMC, for at least four years following the year in which all award funds are fully expended.

3. Expenditure Responsibility:

Regardless of whether the Awardee is currently recognized by the Internal Revenue Service as a public charity as described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986 as amended (the “Code”), all award funds must be kept segregated continuously in a separate fund dedicated to the charitable purposes of the award, and no part of this award may be used for your general support or general purposes. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. Even though ECMC is not a private foundation, it chooses to administer this grant as an “expenditure responsibility” grant described in section 4945(h) of the Code. Thus, ECMC must (i) see that the award is spent solely for the charitable purposes for which made; and (ii) obtain full and complete reports from you on how the funds are spent. By accepting this award, you agree to cooperate fully with ECMC to assure that ECMC is able to administer this award consistent with the requirements of an “expenditure responsibility” award in accordance with section 4945(h) of the Code and the regulations thereunder.

4. Expenditure of Funds:

This award (together with any income earned upon investment of award funds) is made only for the charitable purposes described in Section 5 below and as more specifically outlined in the award proposal and may not be expended for any other purpose without ECMC’s prior written approval.

Award funds may not be used to provide direct payments to students or their families. Any award funds used to purchase nominal incentives for FAFSA events (such as T-shirts, gift cards, etc.) shall be in an amount equivalent to no more than \$25 per individual and Awardee agrees that it is solely responsible for ensuring that the use of all such incentives complies fully with all federal, state, and local laws, regulations, and rules pertaining to giveaways, promotions, raffles, or prizes.

Award funds may not be used to replace funds that would otherwise be used by awardees for these purposes.

Any unexpended portion of the award and any income earned on those funds held by the Awardee upon the termination of the award period shall be returned to ECMC immediately after the end of the award period.

The Awardee may not expend any award funds for any political or lobbying activity or for any purpose other than the charitable purposes specified in section 170(c)(2)(B) of the Code.

5. Charitable Purposes:

No award funds may be spent for purposes other than the following purposes. If more limited purposes are described in the award proposal, expenditure of funds shall be limited solely to the purposes described in the award proposal.

- Expanding the availability of advisers, counselors, and coaches to support students and contributors through the FAFSA applications, including extended hours during evenings, weekends, and the summer weeks;
- Hosting recognition programs to incentivize cities and school districts to meet numeric targets for FAFSA submission, such as exceeding last year's rate;
- Hosting FAFSA submission clinics, including through partnerships with schools and districts where appropriate;
- Providing transportation support to those participating in FAFSA submission clinics;
- Expanded data-sharing intended to increase the completion of the 2024-25 FAFSA;
- Communicating with parents to help them complete their portion of the form via text, phone calls, and videoconferences, in multiple languages as needed; and
- Conducting outreach to students and families via phone calls, social media, text messages emails, paid advertising campaigns, and other means.

6. Awardee Status

Awards under the ECMC FAFSA Support Award program are limited availability awards to qualifying awardees. Awardee represents and affirms that it qualifies to receive an award because it:

- (1)
 - (a) has demonstrated experience in supporting FAFSA completion or college advising or
 - (b) has experience with working schools and school districts, works to support student success in its community, and can expand the reach of FAFSA submission efforts; and
- (2) is an entity described as a:
 - (a) School district;
 - (b) State agency that is already engaged in FAFSA submission activities;
 - (c) National nonprofit with state or local affiliates;
 - (d) State and national organization, association, or union of high school and college admissions advisors, teachers, and other educators;
 - (e) Organization providing afterschool and summer programs;
 - (f) College student organization/association;
 - (g) Organization that represents historically excluded students or the colleges and universities that serve them;
 - (h) A for-profit entity, provided that the use of funds are restricted

to the charitable purposes of the award; or
(i) Other local and state community-based organization(s) that has deep ties with students and families and the capacity to carry out program goals.

7. No Assignment or Delegation:

The Awardee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this award without prior written approval from ECMC.

8. Required Notification:

The Awardee is required to provide ECMC with immediate written notification of: (1) Awardee's inability to expend the award for the charitable purposes described in the award proposal; or (2) any expenditure from this award made for any purpose other than those for which the award was intended.

9. Reasonable Access for Evaluation:

The Awardee will permit ECMC and its representatives, upon request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as ECMC deems necessary or appropriate concerning this award.

The Awardee may not expend any Award funds in violation of federal or state law, and in making any contracts with any third parties in support of the purpose(s) outlined in the award proposal, the Awardee may not in any way discriminate among potential contractual counterparties on the basis of race.

10. Publicity

The Awardee will allow ECMC to review and approve any proposed publicity mentioning ECMC or relating to this award prior to publication, including, but not limited to, print materials, brochures, digital articles, op-eds, press releases, or videos, etc. ECMC may include information regarding this award in ECMC's public communications, including, but not limited to, the amount and purpose of the award, photographs the Awardee may have provided, or logo or trademark, or other information or materials about the Awardee organization and its activities.

11. Use of Logo

The Awardee shall not use the logo of ECMC or its affiliates without prior written permission of ECMC. The Awardee may not modify ECMC's logo.

12. Right to Modify or Revoke:

ECMC reserves the right to discontinue, modify or withhold any payments to be made under this award or to require a total or partial refund of any award funds if so directed by the Department of Education or if, in ECMC's sole discretion, such action is necessary: (1) because the Awardee has not fully

complied with the terms and conditions of this award; (2) to protect the purpose and objectives of the award or any other charitable activities of ECMC; (3) to comply with the requirements of any law or regulation applicable to the Awardee, ECMC, or this award; or (4) for any other reason it deems appropriate.

Notwithstanding anything to the contrary contained herein, if ECMC elects to discontinue, modify or withhold payments, Awardee shall be entitled to retain or receive the amount of award funds necessary to pay all of Awardee's costs and expenses incurred up to the date of termination, including non-cancelable commitments, and Awardee shall not be required to refund any award funds unless required to do so by the Department of Education.

If ECMC does not receive signed copies of these general award terms within 14 days after the date of ECMC's award letter, this award may be revoked.

The undersigned Officer of the Awardee certifies that he/she is a duly elected and authorized officer of the Awardee, and that as such, is authorized to accept this award on behalf of the Awardee, to obligate the Awardee to observe all of the terms and conditions placed on this award, and in connection with this award to make, execute and deliver on behalf of the Awardee all award agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Officer Signature
Broward College

Officer Name Printed

Officer Title

Date

Officer Signature
ECMC

Chad Tate

Officer Name Printed

President, ECMC

Officer Title

Date



P.O. Box 64909, St. Paul, MN 55164-0909 P 651-221-0566 www.ecmc.org

Please return the Signed Award Agreement to:

fafsasupport@ecmc.org