### TEXAS HIGHER EDUCATION COORDINATING BOARD

#### REQUEST FOR APPLICATIONS
RFA No. 781-1-6061

### EVALUATION OF THE ADULT BASIC EDUCATION INNOVATION GRANT PROGRAM

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Evaluation of the Adult Basic Education Innovation Grant Program

1.2 SYNOPSIS OF PROGRAM

The purpose of this Request for Applications (RFA) is to solicit applications to conduct an evaluation of the Adult Basic Education Innovation Grant (ABE-IG) Program. Baseline quantitative data are being generated from the Texas Higher Education Coordinating Board’s (THECB’s) data collection system. In spring 2011, THECB staff will collect baseline process data through site visits. The Awarded Applicant will begin evaluating the program sites in summer 2011.

For 2010 and 2011, through a separate RFA, out of funds appropriated by the 81st Texas Legislature, the THECB is funding ABE-IG at eight public two-year institutions (see Appendix A). Currently, a second programmatic RFA is being circulated for funding five additional ABE-IG grants. Further, additional funding for three to five more grants is being requested. If all funding is approved, a total of 13 to 15 institutions may be funded under this program.

Of the eight institutions currently awarded these funds, five have also been funded to make systemic changes to their developmental education programs under the Developmental Education Demonstration Projects (DEDP). The evaluation of the DEDP is being solicited under a separate RFA. The ABE-IG evaluation contractor will be expected to coordinate with the evaluation contractor for the DEDP.

Institutions awarded grants under the ABE-IG program use instructional strategies that integrate literacy teaching with job/technical content knowledge in order to move learners toward employment and educational goals rapidly and successfully. These instructional strategies are known as Functional Context Education (FCE). (See Tom Sticht, Functional Context Education: Making Learning Relevant, 2000; ERIC ED 480397.) Recent innovations in Adult Basic Education (ABE) programming in Washington state use these strategies. More information on the design, implementation, and evaluation of this approach to integrating basic education and skills training (I-BEST) can be found at http://www.sbctc.ctc.educollege/d_i-best.aspx.

ABE-IG institutions provide adult learners with certification in one or more areas such as HVAC, Welding, A+ Certification, and Health Information. Currently, the ABE-IG institutions provide complete tuition to 168 adult learners in various integrated literacy and technical training programs. The ABE-IG program encourages institutions to (1) identify career pathway models that will best support employment upon completion of an ABE-IG funded program, (2) actively work with local workforce development boards (LWDBs) to link and/or establish employment training and job placement programs, (3) increase the number of adult basic education students, including those who are proficient in English, in integrated adult basic education and skills training courses, (4) determine the replication and scalability of the ABE-IG programs after
their initial startup year; and (5) extend support activities as students transition to college and/or careers.

1.3 POINT OF CONTACT

Email point of contact at:   PAG@THECB.state.tx.us

1.4 DEFINITIONS

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

2. AWARD SUMMARY

2.1 MAXIMUM AWARD AMOUNT

Up to $100,000, based on negotiated budget and availability of funding. The Awarded Applicant will be eligible for a possible contract extension of an additional $200,000, subject to, interalia, board approval of additional funding, and availability of funding.

2.2 MAXIMUM NUMBER OF AWARDS

Only one (1) award is anticipated to be made under this competition.

Note: THECB is not bound by any Award estimates in this RFA.

The THECB reserves the right to award Contract(s) without any negotiations and reserves the right to make one (1) award, multiple awards, and to not make an award.

2.3 PROJECT PERIOD

On or about July 1, 2011, to October 31, 2012, with the possibility of a contract extension through August 31, 2013.

2.4 NOTICE OF INTENT DUE DATE

May 27, 2011

2.5 INQUIRY DUE DATE

May 27, 2011

2.6 APPLICATION DEADLINE

June 10, 2011, at 4:00 pm Central time.
3. ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANTS

Texas public institutions of higher education, as defined under Texas Education Code (TEC) Section 61.003, are eligible to submit an Application for an award to evaluate the ABE-IG program in accordance with the terms and conditions of this RFA.

3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT

Based upon the prescribed services outlined in this RFA, Eligible Applicants may submit multiple Applications from different programs/units within the institution.

4. NOTICE OF INTENT GUIDELINES

Applicants desiring to submit an Application are REQUIRED TO SUBMIT a Notice of Intent to Apply on or before May 27, 2011, to the THECB. Please submit the Intent to Apply by email to PAG@thecb.state.tx.us. Responses to frequently asked questions (FAQs) and working documents for Appendices E through G will be sent to all applicants who have submitted a Notice of Intent to Apply.

Intent to Apply MUST contain the following information:

4.1 SUBJECT LINE OF EMAIL

"Intent to Apply for Evaluation of the Adult Basic Education Innovation Grant Program"

4.2 IDENTITY OF APPLICANT (INSTITUTION AND PROGRAM/UNIT)

Name of Texas public institution of higher education and program/unit within institution.

4.3 INDIVIDUAL AUTHORIZED TO SUBMIT APPLICATION

Name, address, telephone number, and email address of individual authorized to submit an Application on behalf of the institution.

5. PREPARATION INSTRUCTIONS FOR SUBMITTING APPLICATION

Applicants must submit an Application in a single Portable Document (PDF) format (no larger than 5MB) and according to the guidelines in Section 10.

Applications must be submitted to email point of contact at PAG@thecb.state.tx.us.

Subject line must state: “Evaluation of the Adult Basic Education Innovation Grant Program”
6. GUIDELINES FOR INQUIRIES

All inquiries shall be directed to the email point of contact at PAG@thecb.state.tx.us. Applicants and prospective Applicants must not discuss an Application with any THECB employee unless authorized by the email Point of Contact. Questions must be submitted in writing via email and on or before May 27, 2011. All responses by THECB must be in writing in order to be binding. Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all Applicants who have submitted a Notice of Intent or an Application. Receipt of all addenda, if any, to this RFA should be acknowledged by returning a signed copy of each addendum with the submitted Application.

7. PROGRAM PURPOSE AND AUTHORITY

7.1 PROGRAM PURPOSE

The purpose of this RFA is to solicit applications to conduct an evaluation of the ABE-IG program at eight public two-year institutions (see Appendix A).

7.1.1 The THECB is requesting Applications from Eligible Applicants to implement an evaluation of the ABE-IG Program. The evaluation should include:

- Assisting project sites in the design and implementation of a rigorous evaluation (randomized controlled trial or quasi-experimental), in consultation with designated THECB staff, of either the (a) integrated academic advising, or (b) integrated vocational English as a second language (VESL)/ABE (or basic skills) and technical certificate program.
- Developing standard survey instruments, focus group and observational protocols for a cross-site process evaluation of both the (a) integrated academic advising, and (b) integrated vocational ESL/ABE (or basic skills) and technical certificate program.
- Assisting the project sites in implementing the use of survey instruments, focus groups and observational protocols to collect process data for their sites.
• Conducting a minimum of one, two-day site visit per project site (8 sites) between July 2011 and August 2012. More site visits are possible between August 2012 and May 2013, subject to, inter alia, board approval of additional funding and availability of funding. The purpose of the site visits is to conduct targeted observations, interviews, and focus groups of students, faculty, and counseling and administrative staff at the eight public two-year institutions.

• Preparing one interim evaluation report due December 16, 2011, and one final report due October 31, 2012, using the final report template and process prescribed by the THECB research and evaluation staff (see Appendix C). If the program is extended, an additional final evaluation report would be due August 1, 2013. Reports should include recommendations, based on research, for the scalability of existing programs and the dissemination of effective practices to other sites.

• Assisting higher education institution sites in acquiring institutional review board (IRB) or other appropriate approval for all aspects of the program evaluation, including long-term tracking of student success by the THECB.

• Providing technical assistance in data collection, analysis, and reporting to the project sites. Ensure that high quality, standardized procedures are used to measure the success of targeted program components. (Project sites are encouraged to target their own evaluation efforts on a limited and reasonable number of specific interventions.)

7.2 PROGRAM AUTHORITY

The ABE-IGs will be funded from general revenue appropriations provided from the 81st Texas Legislature, out of funds appropriated in Strategy E.1.7, ABE Community College Grants, for fiscal years 2010 and 2011.

8. PROGRAM DESCRIPTION

The purpose of this RFA is to solicit Applications to conduct an evaluation of the ABE-IG program. The goal of the ABE-IG program is to: (1) identify career pathway models that will best support employment upon completion of program, (2) actively work with their local workforce development board (LWDB) to link and/or establish employment training and job placement programs, (3) increase the number of adult basic education students, including those who are not proficient in English, in integrated adult basic education and skills training courses, (4) determine the replication and scalability of the programs after their initial startup year; and (5) extend support activities as students transition to college and/or careers.

9. SELECTION CRITERIA

The evaluation form that will be used by reviewers appears in Appendix D, Application Evaluation Form.

9.1 QUALIFICATIONS OF EVALUATION PERSONNEL (15 POINTS)

An Applicant shall briefly describe the qualifications, including relevant education, training, and evaluation experience of all key personnel (principal investigator and co-investigators), and the
amount of time each will devote to the evaluation. An Applicant must provide the process by which key personnel have been or will be selected to perform the proposed evaluation. As supplementary information, one-page curriculum vitae must be attached to the Application as Attachment B-1, B-2, etc. for key personnel. Position descriptions which include the criteria for hiring may be substituted for vitae.

9.2 PRIOR EVALUATION EXPERIENCE (35 POINTS)

An Applicant shall briefly describe the qualifications, including relevant education, training, and evaluation experience of all key personnel for the specific areas highlighted in Appendix D, Application Evaluation Form. Include the total number of years experience for all key personnel for each area.

9.3 QUALITY OF WRITING SAMPLES (20 POINTS)

An Applicant shall include in its Application, as Attachments C-1 and C-2, samples of writing by key personnel. Reviewers will be looking for writing samples: (1) that are clear and concise; (2) present data clearly and in an easily understandable format; (3) are from an analysis of a survey project, program evaluation or other related research; (4) demonstrate the ability to understand and correctly interpret descriptive and inferential statistics, and (5) is accessible to a non-research audience, such as policymakers.

9.4 QUALITY OF MANAGEMENT/EVALUATION PLAN (30 POINTS)

At minimum, the management/evaluation plan must address the following:

(a) Applicant shall describe an evaluation plan that will measure the effectiveness of the ABE-IG program (see Appendix E, Adult Basic Education Innovation Grant – Logic Model).

(b) Applicant shall describe how the evaluation tasks will be implemented and managed. Include a discussion of the extent to which the time commitments of the principal investigator and other key personnel are appropriate and adequate to meet the evaluation objectives.

(c) Explain how these tasks clearly meet the goals and objectives of the evaluation.

(d) Include a timeline (Attachment A) that is complete, appropriate, and reasonable for successful performance of the evaluation.

(e) Include a budget that is appropriate and reasonable. (Use the template provided in Appendix F. Include the budget in the application as Attachment D.)

(f) Applicant shall acknowledge agreement with the THECB requirement for a minimum of one status meeting monthly, by telephone or in person, with THECB research and evaluation staff, and submission of a monthly written progress report.
10. APPLICATION FORMAT AND CONTENT

10.1 APPLICATION FORMAT

10.1.1 Applications must be typed, double spaced, on 8 1/2” x 11” paper, clearly legible, with all pages sequentially numbered, and submitted electronically in a single PDF, no larger than 5MB. The Applicant’s name and “Evaluation of the Adult Basic Education Innovation Grant Program” must be typed at the top of each page. Do not use a font smaller than 11.

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

10.2 COVER FORM

In the format provided in Appendix H, Cover Form, list contact information for the Principal Investigator and Co-Investigator (if applicable) and the Institutional Representative authorized to submit an Application on behalf of the institution.

10.3 TABLE OF CONTENTS

A Table of Contents must be included with respective page numbers opposite each topic. The Application must contain the items in sequence as outlined under Subsections 9.1 through 9.4.

10.4 TRANSMITTAL LETTER

A Transmittal Letter must be emailed to the Point of Contact at PAG@thecb.state.tx.us (see Subsection 1.3) that identifies the entity submitting the Application and includes a commitment by that entity to provide the services required by THECB. The letter must specifically identify that the Application is in reference to Evaluation of the Adult Basic Education Innovation Grant Program. The letter must include “full acceptance of the terms and conditions described in this Request for Application and the Anticipated Interagency Contract” (Anticipated Contract is at Appendix I). The transmittal letter must state that the Application is valid for ninety (90) days from the deadline for delivery of Applications to the THECB. Any Application containing a valid term of less than 90 days will be rejected as non-responsive. The transmittal letter must be signed by a person legally authorized to bind Applicant to their Application. If an Applicant takes exception to any of the proposed terms and conditions stated in the Anticipated Interagency Contract (Appendix I) or in this RFA, those exceptions must be noted in the transmittal letter; however, failure to accept these terms and conditions may result in disqualification of the Application. If Applicant takes any exceptions to any provisions of this RFA or the Anticipated Interagency Contract (Appendix I), these exceptions must be specifically and clearly identified by Section in Applicant’s Application in response to this RFA and Applicant’s proposed alternative must also be provided in the Application. Applicants cannot take a “blanket exception” to this entire RFA or the Anticipated Interagency Contract (Appendix I). If any Applicant takes a “blanket exception” to this entire RFA or the Anticipated Interagency Contract (Appendix I) or does not provide proposed alternative language, the Applicant’s Application may be disqualified from further consideration. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this RFA, and Applicant’s attachment of such terms and conditions to an Application may result in disqualification of the Application.
Applicants are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFA or of the Anticipated Interagency Contract (Appendix I) or THECB Performance Criteria (Appendix J).

10.5 ABSTRACT

The Abstract, limited to 200 words, highlights key points of the proposed evaluation. The Abstract must include the identification of the Applicant, and a brief rationale for selected strategies to achieve the goals and objectives of the evaluation.

10.6 NARRATIVE

The Narrative of the Application must not exceed twenty-five (25) pages. The Narrative must include the information as outlined in Section 9, Selection Criteria.

10.7 BUDGET

The Applicant must include a total budget and individual budgets for each of the following Project Periods: July 1, 2011, through August 31, 2011; September 1, 2011, through August 31, 2012; September 1, 2012, through October 31, 2012. In the format provided in Appendix E, Evaluation Budget, Applicant must provide a budget and budget narrative for the proposed evaluation. A final budget will be negotiated between Awarded Applicant and THECB. Brief explanations of budget line items are provided below:

10.7.1 Principal Investigator and Co-Investigator(s). Include salaries projected for the principal investigator (see Subsection 9.1) and co-investigator(s) employed by the Awarded Applicant to implement the evaluation.

10.7.2 Other Professional Staff. Other professional staff, including salaried faculty.

10.7.3 Support Staff. Include salaries for support staff such as secretarial, clerical, or other classified staff supporting the administration of the proposed project.

10.7.4 Fringe Benefits. For Applicant, include on this line only those fringe benefits projected to be paid from award funds.

10.7.5 Travel. In addition to travel costs associated with implementing the proposed evaluation, include the cost of one (1) overnight trip to Austin, Texas. Assume: 1) at least (18) site visits will be needed to schools across the state of Texas and 2) at least two (2) planning committee meetings will be needed during the two years of the evaluation.

10.7.6 Professional or Other Fees. Include fees paid to consultants, tutors, trainers, or other non-staff persons necessary to provide appropriate services for the proposed evaluation.

10.7.7 Student Incentives (if applicable). Include costs associated with any incentives provided for students.
10.7.8 Other Direct Costs. Include other direct costs to implement the proposed project including faculty/student materials, supplies, and non-capital expenses necessary for successful proposed project implementation.

NOTE: Fundable activities include the following:
- Proposed project staff salaries and fringe benefits;
- Dissemination activities, such as conference presentations;
- Student incentives for complying with evaluation data collection activities;
- Proposed project staff travel;
- Subcontracting costs (if prior approval given by THECB);
- General proposed project supplies; and
- Technology or software used to collect or analyze data for the evaluation.

11. PROVISIONS AND ASSURANCES

11.1 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant. These costs shall not be chargeable to THECB by any successful or unsuccessful Applicant.

11.2 APPLICATION DELIVERY AND LATE APPLICATIONS

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

11.2.2 Applications shall be considered to be "on time" if they are received on or before the established deadline date and time. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadline outlined in Subsection 2.6. The THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this request shall result in Applicant losing the opportunity to receive an award under this RFA. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

11.3 CONFLICT OF INTEREST

Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of a Contract resulting from this RFA. If, following a review of this information, it is determined by THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.

11.4 PAYMENT TERMS

Funds shall be provided on a cost reimbursement basis. Awarded applicant shall submit monthly expenditure reports for reimbursement.
11.5 SUPPLANTING PROHIBITION

An award under this RFA may not be used to replace federal, state, or local funds, but may be used to expand an existing program.

11.6 INDIRECT COSTS PROHIBITION

No Indirect Costs are allowed under this award.

11.7 CONTRACT

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

11.7.2 Upon execution of a Contract resulting from this RFA, the term “Applicant” or “Eligible Applicant” shall have the same meaning as “Awarded Applicant” and “Performing Agent”. Likewise, the terms “Request for Applications” and “Application” shall have the same meaning as the terms “Contract.”

11.8 PROPRIETARY INFORMATION

During the performance of a Contract resulting from this RFA, Awarded Applicant may have access to data, information, files, and/or materials (collectively referred to as "data"), which are the property of THECB, an institution of higher education, and/or a public school district. These data shall be handled in a method that concurs with Family Educational Rights and Privacy Act (FERPA) (see Appendix B, definitions) regulations and guidelines.

Applicant agrees to comply with FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99. Applicant agrees (1) to protect any confidential student information it receives or accesses that could make a student’s identity traceable, and (2) any confidential data analysis or report shall not be disclosed to any third party without THECB’s prior written consent.

Awarded Applicant shall have a system in effect to protect all data received or maintained in connection with the activities of this RFA. Awarded Applicant agrees to use its best efforts to preserve the safety, security, and integrity of the data, and to ensure the privacy and confidentiality of all data. Any disclosure or transfer of proprietary information by Awarded Applicant shall be in accordance with applicable federal or Texas law.
\textbf{11.9 RELEASE OF INFORMATION BY AWARDED APPLICANT}

\textbf{11.9.1} Awarded Applicant shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Contract.

\textbf{11.9.2} Awarded Applicant agrees to notify THECB Point of Contact designated in the awarded contract and must receive written THECB consent prior to releasing any information to third parties under any Contract resulting from this RFA. Awarded Applicant is prohibited from any publicity that could be construed as an endorsement by the THECB of the Awarded Applicant or the products or services provided by the Awarded Applicant pursuant to the Contract.

\textbf{11.10 RELEASE OF APPLICATION INFORMATION BY THECB}

\textbf{11.10.1} \textit{Public Information Act.} Awarded Applicant understands and acknowledges that as a Texas state agency, THECB is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act. THECB will make a determination whether to submit a Public Information Act request to the Attorney General.

\textbf{11.10.2} All submitted Applications become the property of THECB after the RFA submittal deadline date. Upon acceptance of the Contract, all information submitted with Applicant’s Application becomes public record and all information submitted with Awarded Applicant’s Application becomes part of the Contract. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

\textbf{11.10.3} Any proprietary information included in Applicant’s Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application at each page it appears. Such markings shall be in \textbf{boldface and at least 14 point font}. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

\textbf{11.10.4} If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon public request after the Contract is awarded. The production of any material under the Contract shall not have the effect of violating or causing THECB to violate any law, including the Texas Public Information Act.

\textbf{11.11 CONFLICTING RFA LANGUAGE}

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

The final payment of the award funds shall not be awarded until satisfactory completion of all reports and requested information is provided to the THECB. Reporting format may be provided by THECB to Awarded Applicant (see Appendix C).

11.13 STATE FISCAL COMPLIANCE GUIDELINES

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other subrecipient not specifically excluded by state or federal law. All applicable conditions and uniform assurances can be found at [http://governor.state.tx.us/files/state-grants/UGMS062004.doc](http://governor.state.tx.us/files/state-grants/UGMS062004.doc).

11.14 KEY PERSONNEL

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the evaluation. Awarded Applicant shall provide to THECB prior written notice of any proposed change in key personnel (as submitted in Attachment B of the Application) involved in accomplishing the evaluation. No substitutions of key personnel will be made without the prior written consent of THECB. All requested substitutes must be submitted to the THECB, together with the information described in Section 9.1 (Qualifications of Evaluation Personnel). The key personnel that will be assigned to work on the evaluation are considered to be essential to accomplishing the evaluation.

11.15 AFFIRMATION CLAUSES

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

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

Under Texas Government Code, Section 2155.004, no person who was compensated by the THECB to assist in preparing the RFA specifications or this RFA has any financial interest in Applicant’s Application. If Applicant is not eligible, then any contract resulting from this RFA shall be immediately terminated. Further, under Texas Government Code, Section 2155.004, Applicant 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.
## APPENDIX A – LIST OF PROGRAM SITES – ADULT BASIC EDUCATION INNOVATION GRANT PROGRAM

<table>
<thead>
<tr>
<th>Institution</th>
<th>Location</th>
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<tbody>
<tr>
<td>Alamo Colleges*</td>
<td>San Antonio, TX</td>
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<tr>
<td>El Paso Community College*</td>
<td>El Paso, TX</td>
</tr>
<tr>
<td>Lonestar Colleges*</td>
<td>Houston, TX</td>
</tr>
<tr>
<td>San Jacinto College*</td>
<td>Pasadena, TX</td>
</tr>
<tr>
<td>Tarrant County College District*</td>
<td>Fort Worth, TX</td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Austin, TX</td>
</tr>
<tr>
<td>Houston Community College</td>
<td>Houston, TX</td>
</tr>
<tr>
<td>Texas State Technical College - Harlingen</td>
<td>Harlingen, TX</td>
</tr>
</tbody>
</table>

*Developmental Education Demonstration Project site.
APPENDIX B - DEFINITIONS

The following definitions shall apply:

1. **Adult Basic Education (ABE)** - Courses designed primarily for students 16 years of age and older to improve basic skills in reading, writing, and arithmetic. These courses are not intended to be part of a program leading to a high school credential, nor are they part of any academic, occupational, or vocational program at the postsecondary level.

2. **Applicant/Eligible Applicant** – A Texas public institution of higher education submitting an Application for a Program in accordance with the terms and conditions of this RFA.

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

4. **Awarded Applicant** – The successful recipient ultimately awarded a Contract by THECB who is responsible for performing all services and activities required to fully comply with Contract performance requirements and all Contract terms and conditions.

5. **Benchmark** – A reference point by which an institution of higher education, program, or faculty can evaluate and compare itself in chosen areas against internal and external, national and international data for the purposes of monitoring and improvement.

6. **Contract** – The contract awarded as a result of this RFA and all exhibits thereto. This RFA, any Addendum issued in conjunction with this RFA, the Awarded Applicant’s Application, and any Application Addenda shall all be fully incorporated therein as exhibits.

7. **Developmental Education** – Developmental education is defined as courses, tutorials, laboratories, or other efforts to improve students’ skill levels in reading, writing, and mathematics. English for Speakers of Other Languages (ESOL) and study skills or thinking skills courses are considered developmental education courses in the Academic Course Guide Manual (http://www.thecb.state.tx.us/AAR/UndergraduateEd/WorkforceEd/acgm.htm) and fall under developmental education funding limits established by the Texas Legislature.

8. **Family Educational Rights and Privacy Act (FERPA)** – The Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99, is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational agency or institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.

9. **Program Evaluation** – Research, using multiple methods, designed to: (1) provide information for continuous program improvement; (2) identify best practices for dissemination to similar programs; and (3) judge the merit and worth of a program or intervention, as well as test its influence or effectiveness.
10. **State of Texas Business Days** - Monday through Friday, 8:00 a.m. to 5:00 p.m., except for scheduled State of Texas and national holidays.

11. **THECB** – The Texas Higher Education Coordinating Board, an agency of the State of Texas.
**APPENDIX C - THECB SUGGESTED EVALUATION REPORT TEMPLATE**

I. Executive Summary (1 page maximum)
   a. Brief program description
   b. Key highlights findings (bulleted)
   c. Key Recommendations (bulleted)
   *(Section I should be able to stand alone if pulled out from the full document. Use bullets where appropriate. Keep all text short, clean, and to the point.)*

II. Introduction
   a. Brief history of the program (where applicable)
   b. Theoretical background of the program such as relevant literature, statute, policies, if applicable

III. Brief Description of Key Program Components
   a. Goals (long and short term)
   b. Inputs (resources, people)
   c. Outputs (people served by the program by relevant categories and characteristics)

IV. Evaluation Methods
   a. Research questions
   b. Briefly describe participants (samples/subsets/groups in analyses); procedures; measures/indicators; and data collection instruments/tools
   c. Explain how all items above will document the goals, inputs, outputs, and outcomes

V. Results/Outcomes
   a. Organize by research questions (not by data source) (use graphs and charts as appropriate)

VI. Summary/Conclusion
   a. General summary
   b. Strengths and limitations of the study
   c. Next steps
   d. Recommendations (as appropriate and in consultation with THECB research and evaluation staff)

VII. References (where applicable)

Appendix A: Separate reports on individual program sites (where applicable)
Appendix B-ZZ: Copies of instruments used (where applicable)

---

1 All reports to the THECB should comply with the THECB Style manual. Awarded Applicant will be provided with a copy of the style manual.
APPENDIX D - APPLICATION EVALUATION FORM

The THECB will review Applications and rank each based upon the evaluation criteria and weights listed below:

<table>
<thead>
<tr>
<th>Qualifications of Evaluation Personnel</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Are there at least two qualified evaluators available to work on the project (qualifications may include such things as: Ph.D. in related research field, five or more years of evaluation experience, MA in program evaluation)?</td>
<td>15</td>
</tr>
<tr>
<td>• Do the evaluation personnel have varied experiences in the content areas covered by this program?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prior Evaluation Experience</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individuals in the evaluation team have conducted program evaluations an average of: less than one year; 1-3 years; 4-5 years; 5-10 years; 10 or more years.</td>
<td>25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prior Experience with Adult Basic Education</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Basic Education (ABE) programs and curriculum at the community college level including:</td>
<td></td>
</tr>
<tr>
<td>• Best practices for ABE programs, including the I-BEST (Integrated Basic Education and Skills Training) model.</td>
<td>5</td>
</tr>
<tr>
<td>One or more individuals in the evaluation team have experience in this area of: less than one year; 1-3 years; 4-5 years; 5-10 years; 10 or more years.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prior Experience with Vocational ESL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vocational English as a Second Language (ESL) practices including:</td>
<td>5</td>
</tr>
<tr>
<td>• Best practices in ESL programs.</td>
<td></td>
</tr>
<tr>
<td>One or more individuals in the evaluation team have experience in this area of: less than one year; 1-3 years; 4-5 years; 5-10 years; 10 or more years.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quality of Writing Samples</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Writing sample(s) are from an analysis of a survey project, program evaluation, or other related research.</td>
<td>20</td>
</tr>
<tr>
<td>• Writing is clear and concise.</td>
<td></td>
</tr>
<tr>
<td>• Data are easy to understand and clearly presented.</td>
<td></td>
</tr>
<tr>
<td>• Demonstrates ability to understand and correctly interpret descriptive and inferential statistics.</td>
<td></td>
</tr>
<tr>
<td>• Writing is accessible to a non-research audience such as policymakers.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quality of Management Plan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Applicant describes how evaluation tasks will be implemented and how they will be managed.</td>
<td>30</td>
</tr>
<tr>
<td>• Activities clearly address the goals and objectives of the evaluation.</td>
<td></td>
</tr>
<tr>
<td>• Is the timeline appropriate and manageable?</td>
<td></td>
</tr>
<tr>
<td>• Is the budget appropriate and reasonable?</td>
<td></td>
</tr>
<tr>
<td>• Are strategies for communicating with THECB appropriate and manageable?</td>
<td></td>
</tr>
</tbody>
</table>

100
APPENDIX E – ADULT BASIC EDUCATION INNOVATION GRANT - LOGIC MODEL

Evaluation Logic Model

- Academic Advisers
- Students
- ABE instructors
- College Instructors
- Student Support Personnel
- CCRS
- Faculty Developers
- Advisory Committee Members

Constraints
- Institutional support and resources
- Student motivation
- Student time and access to programs
- Student resources available to enroll
- ABE and College instructor motivation and training
- Academic advisor’s availability, motivation and training
- Availability of appropriate programs

Adult Basic Education Workforce Training Model

Outcomes
- Students complete ABE
- Students complete either level 1 certificate or customized training program

Primary Program Activities

Identify and Recruit ABE students

Student Support Services

Academic Advising

VESL or VABE program

Certificate or Training Program

ABE Advisory Board

Partnership with Workforce Dev Board

Partnership with ABE program

Faculty Professional Development
### APPENDIX F - EVALUATION BUDGET

**NOTE:** A workable copy of this form will be sent to those who submit an Intent to Apply

<table>
<thead>
<tr>
<th>I. RFP Budget Line Item</th>
<th>II. Item Description</th>
<th>III. Purpose and Explanation</th>
<th>IV. Percent of Time on Project</th>
<th>V. Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.7.1</td>
<td>Principal Investigator/Co-investigator(s)</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>12.7.2</td>
<td>Other Professional Staff</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>12.7.3</td>
<td>Support Staff</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>12.7.4</td>
<td>Fringe Benefits</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>12.7.5</td>
<td>Travel</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>12.7.6</td>
<td>Professional or Other Fees</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>12.7.7</td>
<td>Student Incentives (if applicable)</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>12.7.8</td>
<td>Other Direct Costs</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>Total ALL Program Costs</strong></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><em>(Equals total of 12.7.1 through 12.7.8 above)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Cost Sharing from Applicant</strong></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>Proposal Amount</strong></td>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td><em>(Equals ALL Program Costs LESS Cost Sharing)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### APPENDIX G - LIST OF REQUIRED INFORMATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cover Form</td>
</tr>
<tr>
<td>2.</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>3.</td>
<td>Transmittal Letter</td>
</tr>
<tr>
<td>4.</td>
<td>Abstract</td>
</tr>
<tr>
<td>5.</td>
<td>Narrative</td>
</tr>
<tr>
<td></td>
<td>Qualifications of Evaluation Personnel</td>
</tr>
<tr>
<td></td>
<td>Prior Evaluation Experience</td>
</tr>
<tr>
<td></td>
<td>Quality of Management/Evaluation Plan</td>
</tr>
<tr>
<td>6.</td>
<td>Evaluation Budget</td>
</tr>
<tr>
<td>7.</td>
<td>Attachment A: Evaluation Timeline</td>
</tr>
<tr>
<td>8.</td>
<td>Attachment B: Curriculum Vitae, Resumes, Job Descriptions</td>
</tr>
<tr>
<td>9.</td>
<td>Attachment C: Writing Samples</td>
</tr>
<tr>
<td>10.</td>
<td>Attachment D: Evaluation Budget</td>
</tr>
<tr>
<td><strong>APPENDIX H - COVER FORM</strong></td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Applicant:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>City/State/Zip:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Applicant Contact (Investigator):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Fax Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>E-Mail Address:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Applicant Contact (Co-Investigator):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Fax Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>E-Mail Address:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Authorized Signature:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Printed Name and Title:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Applicant Certification</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Authorized Signature:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Printed Name and Title:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX I – ANTICIPATED INTERAGENCY CONTRACT

STATE OF TEXAS §  
COUNTY OF TRAVIS §

INTERAGENCY CONTRACT

This Contract is entered into by and between the Texas State Agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Texas Government Code, Chapter 771.

Section 1.0: CONTRACTING PARTIES:

Receiving Agency: Texas Higher Education Coordinating Board  
1200 East Anderson Lane  
Austin, Texas 78752

Performing Agency: {contracted_party}
{contractedPartyAddress}
{contractedPartyCity}, {contractedPartyState}, {contractedPartyZip}

Performing Contractor’s Remittance Address
(if different from Permanent Mailing Address listed above):

{billing_address}

Section 2.0: PURPOSE:

{description}
Section 3.0: STATEMENT OF SERVICES TO BE PERFORMED:

A. SERVICES: During the Contract Term, the Performing Agency shall provide the following services (“Services”):

{statement of Work}

B. CHANGE ORDERS OR AMENDMENTS: Performing Agency shall maintain an ongoing relationship with THECB during the Contract Term and will collaborate with the THECB on any modifications that may be necessary to the Services to meet the objectives of this Contract. A change may not be made to the Services except by a written request for change signed by the THECB and Performing Agency (a “Change Order” or “Amendment”). Each Change Order shall be sequentially numbered and deemed to automatically incorporate the terms of this Contract. Any alterations, additions, or deletions to the terms of this Contract shall be by an Amendment or Change Order in writing and executed by both Parties to this Contract. All amendments shall be approved by THECB’s Program Manager prior to THECB’s execution. No contract amendment shall occur without the issuance of a written contract amendment by THECB’s Contract Management Services office. Costs not included and pre-approved by THECB shall not be eligible for reimbursement.

To the extent applicable laws, regulations, court orders, or official interpretations require either Party to include additional language in its contracts, each agrees to amend this Contract and to cooperate in the execution of any amendment to this Contract necessary to effectuate such laws, regulations, court order, or official interpretations unless the effect of such laws, regulations, orders or interpretation is to render performance hereunder impossible or in violation of law.

C. INVOICES: Performing Agency shall, in a good and satisfactory manner carry out the Services as called for in this Contract. Submission of an invoice shall constitute Performing Agency’s certification that the Services have been performed in accordance with this Contract. For contracts for goods and/or services, Performing Agency shall submit itemized monthly invoices to THECB for payment of performed Services.

Section 4.0: CONTRACT AMOUNT AND PAYMENT FOR SERVICES:
A. **CONTRACT AMOUNT:** The total costs to be reimbursed by THECB to the Performing Agency during the term of this Contract shall not exceed `{total_$}`, `{total_$_extended}` ("Contract Amount").

B. **PAYMENT FOR SERVICES:**

1. The basis for computing reimbursable costs shall be as follows
   (indicate below with an “X” as applicable):

   - [ ] Services of employees
   - [ ] Service of materials
   - [ ] Services of equipment
   - [ ] Subcontracting costs or purchases of equipment
   - [ ] Other: _________________________________

   Costs not listed above must receive prior written approval from THECB.

2. Subject to a) funding availability, and b) THECB’s receipt of detailed invoices from Performing Agency (for contracts for goods and/or services), THECB shall reimburse Performing Agency in the following manner:

   `{services_for_payment}`

3. Payment by THECB shall be issued in accordance with Texas Government Code, Chapter 771 (the Interagency Cooperation Act).

**Section 5.0: TERM OF CONTRACT:**

The term of this Contract shall begin `{period_start}` and shall expire `{period_end}` ("Contract Term"), unless terminated earlier pursuant to the terms of this Contract or extended or renewed by mutual agreement of the Parties in writing (including by a Change Order as discussed in Section III).

**Section 6.0: TERMS AND CONDITIONS:**

A. **ASSIGNMENT OR SUBCONTRACTING:** No contractual rights, interest, or obligation shall be assigned, delegated, or subcontracted by the Performing
Agency without prior written permission of THECB’s Program Manager. Any attempted assignment, delegation, or subcontract by the Performing Agency shall be wholly void and ineffective for all purposes unless made in conformity with this section. No assignment, delegation, or subcontract shall relieve the Performing Agency of any obligation or responsibility under this Contract.

B. **DISPUTE RESOLUTION**: The dispute resolution process provided for in Texas Government Code, Chapter 771 (the Interagency Cooperation Act) shall be used by THECB and the Performing Agency to attempt to resolve any claim for breach of contract.

C. **TERMINATION**: The THECB may terminate this Contract in accordance with the following:

1. **Convenience** – The THECB may terminate this Contract for convenience upon thirty (30) days written notice to the Performing Agency.

2. **Cause** – The THECB may terminate the Contract immediately, either in whole or in part, upon notice to Performing Agency, or at such later date as THECB may establish in such notice, upon the occurrence of any material breach, including failure to perform any or all of the Services under this Contract within the time specified, or, if applicable, any extension thereof. THECB will provide Performing Agency with an opportunity for consultation with THECB prior to termination.

3. **Interpretation** – Either party may terminate this Contract immediately upon notice to the other party in the event federal or state law is amended or judicially interpreted so as to render continued fulfillment of the Contract, on the part of either party, commercially unreasonable or impossible.

4. **Non-Appropriation** – This Contract may be terminated if funds allocated to THECB should become reduced, depleted, or otherwise unavailable during the Contract term and to the extent that THECB is unable to obtain additional funds for such purposes. Upon receipt of THECB’s written termination notice, the Performing Agency shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable.

5. Upon termination for any reason, the Performing Agency shall deliver to THECB all work products produced hereunder as well as a comprehensive program evaluation. Performing Agency shall, unless otherwise mutually agreed upon in writing, cease all Services immediately upon the effective date of termination. THECB shall be liable to Performing Agency for that portion of Services authorized by THECB and which have been completed prior to the effective date of termination.
D. **APPLICABLE LAW AND VENUE:** The exclusive venue of any suit brought concerning this Contract or its incorporated documents is fixed in any state or federal court of competent jurisdiction in Travis County, Texas. This Contract shall be construed by and governed in accordance with the laws of the State of Texas. Each Party shall comply with all applicable federal and state statutes, rules, and regulations. Performing Agency shall comply with all orders and decrees of any court or administrative bodies or tribunals in any matter affecting Performing Agency’s performance, including if applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. For the entire duration of the Contract, Performing Party shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Performing Party shall furnish THECB with satisfactory proof of its compliance with this provision.

E. **AUDIT AND ACCESS TO RECORDS:** Performing Agency understands that acceptance of funds under this Contract, or indirectly through a subcontract under this Contract, 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 THECB or any auditors selected by the United States (collectively referred to as “Audit Entities”), to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. The Performing Agency shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Performing Agency and the requirement to cooperate is included in any subcontract the Performing Agency awards.

1. **Maintenance of Records** – The Performing Agency shall establish, maintain, and utilize internal program procedures sufficient to provide for the appropriate and effective management of all activities relevant to this Contract. Records and accounts shall be maintained in a manner that assures a full accounting for all funds received and expended by the Performing Agency in connection with this Contract. The Performing Agency shall make available for review, inspection, and/or audit all books, records, documents, and other evidence reasonably pertinent to performance on all work under this Contract, including any amendments hereto, in accordance with accepted professional practices for a minimum of three (3) years after completion or termination of this Contract.

2. **Reimbursement** – The 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 Contract. The Performing Agency shall reimburse THECB for any over-payments within thirty (30) calendar days of
receipt of THECB’s written notice.

F. OWNERSHIP OF WORK: All work product generated as a result of this Contract Project, including but not limited to all information, materials, products, research, reports, studies, statistical analyses, work papers, approaches, designs, deliverables, systems, documentation, methodologies, concepts, research materials, data, photos, software, intellectual property or other property produced or generated in connection with this Contract, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the Services. All such work product shall be delivered to THECB by Performing Agency upon completion, termination, or cancellation of this Contract. All property rights, including publication rights, hereunder shall be retained by THECB, and Performing Agency shall assert no right in law or equity to such work product. The 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. Performing Agency shall ensure that this provision, “Ownership,” is contained in any subcontract Performing Agency is authorized by THECB to award. Performing Agency may, at its own expense, keep copies of all its writing for its personal files. Performing Agency shall not use, willingly allow, or cause to have such work product used for any purpose other than the performance of Performing Agency’s obligations under this Contract without the prior written consent of THECB; provided, however, that Performing Agency shall be allowed to use non-confidential materials for writing samples in pursuit of work.

G. INDEPENDENT CONTRACTORS: For purposes of this Contract and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have the authority to make any statements, representations, nor commitments of any kind, nor to take any action that shall be binding on the other Party, except as may be expressly provided for herein.

H. PROVISION OF WORK PRODUCT: Upon any request by THECB for the remittance of any work product, the Performing Agency shall immediately remit such work product. Any failure to immediately remit such work product shall be considered a breach of Contract.

I. PUBLIC DISCLOSURE: The Performing Agency understands and agrees that no public disclosures or news releases pertaining to this Contract, including any results, findings or reports conducted to fulfill requirements of this Contract shall be made without prior written approval of THECB.

J. IRB APPROVAL: Pursuant to federal regulations found at 45 CFR 46, any research conducted by the Performing Agency involving human subjects must
receive approval from the Performing Agency’s Institutional Review Board (IRB).

K. **STRICT PERFORMANCE/WAIVER:** Failure by THECB at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish THECB’s rights thereafter to demand strict compliance.

L. **FERPA:** In compliance with the Family Educational Rights and Privacy Act (FERPA), the Performing Agency agrees (1) to protect any confidential student information it receives or accesses that could make a student’s identity traceable, and (2) any data analysis or report shall not be disclosed to any third party without THECB’s prior written consent.

M. **CONTACTS:** Primary contacts for routine communications related to the performance of work under this Contract are as follows:

<table>
<thead>
<tr>
<th>THECB STAFF</th>
<th>PERFORMING AGENCY STAFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager:</td>
<td>{contracted_party}:</td>
</tr>
<tr>
<td>{division contact}</td>
<td>{vendorContact}</td>
</tr>
</tbody>
</table>

N. **NOTICE:** Notices occur when there are substantial changes that effect the Contract terms and conditions in the form of an amendment or termination of the Contract. All notices required to be given hereunder shall be in writing and shall be given by delivery thereof or by overnight courier or certified or registered mail, postage prepaid, to the office shown below, or by electronic mail at the E-mail listed above. Notices may be sent by facsimile during normal business hours; however, they shall be followed up with a hardcopy original document via one of the above delivery methods. Any notice served shall be deemed given on the date of hardcopy original document delivery.

<table>
<thead>
<tr>
<th>THECB NOTICE ADDRESS</th>
<th>PERFORMING AGENCY NOTICE ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Higher Education Coordinating Board Office of Contract Management Services P.O. Box 12788 Austin, Texas 78711-2788 Fax: (512) 427-6472</td>
<td>{contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}</td>
</tr>
</tbody>
</table>

O. **FEDERAL LAWS:** If federal monies are funding this Contract, Performing Agency must comply with all federal laws, rules, and regulations pertaining to this Contract, including but not limited to those referenced in any attachments regarding Debarment, Lobbying (required if utilizing federal funds & over
$100,000), and Applicable Federal Laws.

P. **ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**: This Contract consists solely of the following documents, and, in the event of conflicts or inconsistencies between this Contract and its exhibit or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence: (1) the Contract (including its Exhibits, if any), (2) THECB’s Request for Applications, if any (and its addenda, if any), and (3) Performing Agent’s Application, if any (and its addenda, if any). This Contract (including its Exhibits, if any) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Contract. The Parties further agree that this Contract 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 Contract or otherwise.

Section 7.0: **SIGNATURES:**

By signature hereon, the individuals below represent and warrant they are duly authorized representatives of their respective agencies and have the authority to bind their respective agencies in a contractual agreement.

_______________________________  ____________________________
{signed_by2}                     {signed_bytitle}
{signed_by2}                     {contracted_party}

This section reserved for Agency use:

I, an authorized official of Agency, hereby certify that this contract is in compliance with applicable statutes and regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Agency this _____ day of ______________________________ (month/year).
{signContact}

{signContacttitle}

{party_1}
APPENDIX J - THECB PERFORMANCE CRITERIA

Satisfactory performance on THECB Research and Evaluation contracts will be judged based on the following criteria:

I. Planning and Implementation
   a. Evaluation designs/activities are clearly linked to the goals of the program.
   b. Evaluation design must include appropriate measures of the program's context, process, implementation and intended outcomes.
   c. Target audiences for each element of the evaluation design are clearly defined.
   d. The measure(s) being collected are on target and appropriate for the goals.
   e. Contractor submits a preliminary evaluation design and implementation plan for review and approval by THECB Research and Evaluation staff before data collection begins. Modifications to the design and evaluation plan after initiation of the program also must be reviewed and approved by THECB staff.

II. Contractor communicates clearly and in a timely manner - using a method appropriate for the persons involved, as necessary, with:
   a. THECB research and evaluation staff.
   b. THECB program staff.
   c. Project directors and staff.
   d. Site Coordinators.
   e. Target audiences (such as students, faculty, and other project staff, etc.)

III. Scheduling and Meeting Deadlines
   a. Contractor submits a schedule for completion of the data collection, analysis, and reporting that accurately reflects the time it will take to complete each part of the evaluation.
   b. Contractor communicates regularly with THECB Research and Evaluation staff about the evaluation's progress and discusses in advance any changes that may be needed in the schedule or evaluation design as the evaluation progresses.
   c. Work is completed on schedule, except where approval for extensions have been requested and approved by THECB Research and Evaluation staff.

IV. Data Handling and Analysis
   a. Contractor understands FERPA and follows FERPA guidelines in the collection and handling of all data.
   b. Analysis procedures are discussed with and approved by THECB Research and Evaluation staff and determined to be appropriate and implemented properly in accordance with standard statistical analysis procedures.
   c. Data Collection tools are reviewed by and approved by THECB Research and Evaluation staff and determined to be of high quality and appropriate to the program goals.

V. Reports
   a. Reports are submitted on schedule.
b. Reports are written in clear and concise language, are well-organized, accurate, and present information useful in making future decisions about the funding of the program.

c. Final reports follow THECB’s guidelines and are subject to the editorial review and approval of the THECB Research and Evaluation staff.

VI. Budgets

a. Contractor submits a budget at the start of the evaluation that accurately reflects the cost of each part of the evaluation.

b. Contractor communicates regularly with THECB Research and Evaluation staff about the evaluation’s progress and discusses in advance any changes that may be needed in the budget.

c. Work is completed on budget, except where approval for adjustments have been requested and approved by THECB program staff.