

STATE OF TEXAS

TOM GREEN COUNTY

CONTRACT

The parties to this contract are BD Advising and Retention Instruments (hereafter referred to as "Consultant") and _____ (hereafter referred to as "Client"). This contract is effective as of the date of execution by the Client.

RECITALS

Consultant has designed a testing process which may be administered to students at universities and colleges to obtain assessment data which can be used to determine the predictability of student retention and/or to appraise institutional effectiveness.

Consultant has designed a testing process which may be administered to students at universities and colleges to identify those individuals most likely to discontinue their education at the Client institution.

Consultant performs interpretation of the raw data to determine those factors associated with retention at the client institution.

Consultant performs interpretation of the raw data to determine Client's institutional effectiveness in terms of those factors associated with students' growth and change.

Client desires to increase its percentage of retention of students and/or its institutional effectiveness, and it desires to have the services described herein to be performed by Consultant.

Article I

Scope of Services

Consultant shall provide the following services pursuant to the terms and conditions of this agreement.

1. Provide to the Client access to the Student Portal, which allows specified students of the client to respond to a College Persistence Questionnaire (CPQ). The CPQ shall be administered to the students by on-line computer terminals. The CPQ is a questionnaire consisting of Student Background Information and Student Experience components. If desired by the Client, Consultants shall include as many as ten (10) institution specific Likert-type questions.

2. Provide to the Client user names and passwords to enable access to the Student Portal and, upon request, the Advisor Portal.
3. If requested, provide to the Client an on-line Advisor Portal. The Advisor Portal grants to the Client access to student responses and profiles generated by the CPQ.
4. If requested, provide to Client a spreadsheet of data collected from the CPQs completed by students of Client. The raw data spreadsheet shall be delivered no later than seventy-five (75) days after Client notifies Consultant in writing that all CPQs have been completed.
5. If requested, provide to Client an Institutional Commitment report as specified in Article III Definitions.
6. If requested, provide to Client an Institutional Effectiveness report as specified in Article III Definitions.
7. Consultant shall not charge Client for CPQs which are incompletely returned by students.
8. Consultant shall refund any difference between CPQs purchased by client and the number actually used by client (not to be less than those included in the setup fee. The minimum contract number is specified in the setup fee, and Consultant shall not refund any unused CPQs less than that number).
9. Provide, upon written request, periodic statements of the number of students who have completed the CPQ, within three (3) days of said request.

Article II

Client Requirements

Client agrees to provide the following services and materials:

1. A secure system to disseminate usernames and passwords to students to gain access to the Student Portal. Consultant is not responsible for unauthorized usage of Student Portal. Client shall be financially responsible for any such unauthorized usage.
2. Confidentiality of the identity of the students and their responses to the CPQ.
3. A secure system to disseminate username and passwords to appropriate staff of Client to gain access to Advisor Portal. Consultant is not responsible for unauthorized usage of Advisor Portal. Client holds Consultant harmless from any and all unauthorized usage of Advisor Portal and indemnifies Consultant from any loss thereof, as a result of unauthorized usage of the Advisor Portal or improper dissemination of information retrieved from the Advisor Portal.
4. Designate and identify one contact representative from Client's staff to set up and monitor the administration of the CPQs with a designated representative of Consultant.
5. Insure that students have access to computers and internet services enabling them to complete the CPQ.

Article III

Definitions

The following terms are defined for use in this Contract as follows:

The College Persistence Questionnaire (CPQ) is a psychometrically validated instrument designed to improve retention. The CPQ: 1) identifies students at-risk of dropping out; 2) determines why a particular student is planning to discontinue his or her education; and 3) identifies the variables that best distinguish students who will from students who will not persist at the client institution. The three components of the CPQ are:

Student Background Information Form: Provides demographic data (e.g., sex, ethnicity) and poses questions that have been associated with attrition at a number of schools. For example, students indicate their parents' level of education and their academic goals in attending your college or university.

Student Experiences Form: Assesses the student's reaction to the collegiate academic and social environments. It measures a wide array of undergraduates' opinions ranging from their views of the quality of instruction to their assessment of campus social life.

Institution Specific Form: Items are suggested by advisors, faculty and policy makers at schools using the CPQ. Students' responses to these questions may be used along with other CPQ factors to identify at-risk students.

Student Portal: An online website used to administer the questionnaire.

CPQ database: Contains the raw data generated on the Student Portal.

Advisor Portal: A website used by counselors, faculty and other designated persons working with individual students. Its purpose is to: 1) identify at-risk students, and 2) determine why a particular individual is likely to discontinue his or her education. These functions are accomplished via information in the CPQ database.

Institutional Commitment Report: Summarizes information obtained on the Student Background Information Form and the Student Experiences Form. The main component of this report is a statistical analysis relating institutional commitment to the other nine scales of the CPQ. This analysis is intended to guide the decision making of policy makers and other individuals working with groups of students.

Retention Report: Summarizes information obtained on the Student Background Information Form and the Student Experiences Form in relation to the students' enrollment status in a future semester. Client provides Consultant with relevant, mutually agreed upon information about students such as their enrollment status in the specified semester and preadmission test

scores. The report presents a statistical analysis of the factors that predict whether or not students are reenrolled in a future semester after completion of the CPQ.

Institutional Effectiveness Report: Summarizes differences in scores on the Student Experiences Form between groups of students based upon either (a) their participation in selective programs designated by the Client, or (b) their classification as freshmen, sophomores, juniors, or seniors. This report is available only to institutions that collect data on at least two but preferably four classification groups or, if evaluating programs, at least two comparison groups.

Article IV

Payment

Client shall pay unto Consultant the sum of \$300.00, which includes the administration of 100 CPQs administered through the Student Portal and access to the profiles of individual students in the Advisor Portal. If there are less than the designated number of copies administered, Client is not entitled to any refund. Consultant will provide user names and passwords when payment of the start up fee is received.

At the beginning of the contract period, Client agrees to provide Consultant with an estimate of the number of CPQs to be purchased. The Consultant agrees to inform Client when the estimated number of CPQs has been completed. At the request of the Client, the Consultant will increase the number of CPQs made available to students.

Client shall pay for each CPQ administered during the contract period in excess of the initial 100 copies at a rate of \$3.00 per copy. Payment for CPQs in excess of those included in the \$300.00 fee will be made either at the beginning or end of the contract period at the discretion of the Client. Should the Client pay for more CPQs than are actually used, the Consultant agrees to refund the overpayment.

If requested by the Client during the contract period, the fee for the Institutional Commitment Report is \$1,000. It may be paid at the beginning or end of the contract period at the discretion of the Client.

If requested by the Client during the contract period or within one year thereafter, the fee for the Retention Report is \$1,000. It may be paid at any time during the contract period or within 60 days after the report has been received by the Client.

If requested by the Client during the contract period, the fee for the Institutional Effectiveness Report is \$1,000 plus an additional amount agreed upon by the Client and Consultant at the initiation of the contract, as specified in an invoice. The additional amount ordinarily will not exceed \$1,000 and will vary depending on the complexity of the research design. The fee may be paid at the beginning or end of the contract period at the discretion of the Client.

Article V

Status of Consultant

This contract calls for the performance of the services of Consultant as an independent contractor and Consultant will not be considered an employee, partner or joint venture with the Client.

Article VI

Term

The term of this Contract shall commence on the date of execution by the Client and shall continue until the end of the twelfth month thereafter.

Article VII

Confidentiality

All information provided to Consultant by Client in connection with this contract is confidential. Consultant shall not reveal any information received from any student to anyone except those authorized by Client.

Consultant may employ data gathered from the Client for research or marketing purposes with the stipulations that individual students are not identified and the name of the Client is not divulged without Client permission.

Article VIII

Proprietary Rights

All programs, specifications, applications, routines, subroutines, techniques, ideas, or formulae utilized or developed by Consultant in connection with this Contract are and shall remain the sole property of Consultant, unless otherwise provided for in this Contract.

Article IX

Waiver or Modification Ineffective Unless in Writing

No waiver, alteration, or modification of any of the provisions of this Contract shall be binding, unless in writing and signed by a member-manager Consultant.

Entire Agreement

This Contract represents the entire agreement and understanding between the parties and may be amended only by a written amendment signed by both parties.

Governing Law

This Contract shall be governed by the laws of the State of Texas. In the event of any legal dispute, the parties agree that proper jurisdiction and venue of any legal disputes is in a district court of Tom Green County, Texas. The prevailing party in any such legal dispute shall be entitled to recover its reasonable attorney fees and costs, in addition to any other recovery and relief.

Executed, this the _____ day of _____

By: _____ Printed Name: _____

(Signature of Authorized Representative from Institution)

_____, Client
Name of Institution

By: _____

William B. Davidson, Partner

BD Advising and Retention Instruments