

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING AN)	RESOLUTION NO. 94-2007
EXEMPTION TO METRO CODE CHAPTER)	
2.04.041 (C) TO ENTER INTO A SOLE)	Introduced by
SOURCE CONTRACT WITH DR. JOEL ARICK)	Rena Cusma,
FOR THE EVALUATION OF THE ENVIRONMENTAL))	the Executive
ENRICHMENT SCIENCE EDUCATION WORKSHOPS))	Officer

WHEREAS, ongoing evaluation is critical to the success of the Environmental Enrichment Science Education Program, and;

WHEREAS, The zoo requires expert assistance in conducting pre/post workshop evaluations, assess portfolios, conduct follow-up evaluations, and write evaluation reports for the Environmental Enrichment Science Education Program Workshops, and;

WHEREAS, Dr. Joel Arick, professor of Special Education at Portland State University has shown himself to be the most knowledgeable academic in the evaluation of education programs in the Portland area; and

WHEREAS, Dr. Joel Arick was instrumental in planning and writing the evaluation component of the successful grant proposal; and

WHEREAS, Dr. Joel Arick is named in the grant proposal as Program Evaluator, and his services are critical to the completion of the evaluation component of this program under the terms of the grant award from the M.J. Murdock Charitable Trust; now therefore,

BE IT RESOLVED,

That the Contract Review Board of Metro authorizes exemption to the competitive bidding requirements of Metro Code 2.04.041 (c) and approves entering into a source agreement with Dr. Joel Arick.

ADOPTED by the Contract Review Board of Metro this 11th day of August, 1994.


Ed Washington, Deputy Presiding Officer

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district, organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and DR. JOEL ARICK, hereinafter known as "Contractor," located at Portland State University, School of Education, P.O. Box 751 Portland, Oregon 97207.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective July 1, 1994, and shall remain in effect until and including March 9, 1996, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A-Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed NINE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO/100THS (\$9,850.00).
4. Insurance.
 - a. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected

with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor 30 days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

DR. JOEL ARICK

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Scope of Work

The contractor will conduct pre-post workshop evaluations, assess portfolios, conduct follow-up evaluations and write evaluation reports for the Environmental Enrichment Science Education Program Workshops between July 1st 1994 and March 9th 1996. To achieve this task Dr Arick will also supervise the work of Portland State University Students.

Specifically the contractor will:

<u>TASK</u>	<u>Cost Per Unit</u>	<u>Projected # of Units</u>	<u>Projected Total Cost</u>
1. WORKSHOP PRE-POST EVALUATION			
A. Set-up data entry system for pre-post assessment data.	\$100	1	\$100
B. Run quarterly & special data analysis printouts for inservice & pre-service workshops.	\$70 (per printout)	20	\$1400
C. Complete quarterly & special mini-evaluation reports for inservice & preservice workshops.	\$70 (per report)	20	<u>\$1400</u> \$2,900
2. CONDUCT PORTFOLIO ASSESSMENT			
A. Analyze data from the Class Projects, (10% of the completed projects) reviewing rubric scores and qualitative comments.	\$10 (per project)	155	\$1550
B. Summarize Portfolio Assessment Data.	\$5 (per project)	155	<u>\$775</u> \$2325
3. CONDUCT FOLLOW-UP EVALUATION			
A. Summarize follow-up interviews: 10% of pre-service and 10% of inservice workshop participants.	\$10 (per interview)	200	\$2000
B. Summarize classroom observation data or classroom videos from 10 exemplar preservice participants and 20 inservice participants.	\$25 (per observation)	30	<u>\$750</u> \$2750
4. Write Evaluation Report: Write interum evaluation reports & final report.	\$375 (per report)	5	<u>\$1875</u>
TOTAL CONTRACT NOT TO EXCEED:			\$9,850

Terms of Payment

1. The maximum payable under this contract is \$9,850
2. Payment dependent upon completion of project tasks outlined in scope of work
3. Contractor shall provide invoices to Metro, 600 N.E. Grand Avenue, Portland, OR 97232-2736, and send a copy to Metro Washington Park Zoo, Attn: Dr. David Shepherdson, Asst. Research Coordinator, 4001 SW Canyon Rd, Portland OR 97221-2799
4. Invoices must be approved by the Program Coordinator, David Shepherdson, Ph.D. prior to payment by Metro.
5. Payment will be made for all approved invoices within 30 days after receipt of the same.

STAFF REPORT

FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041 (C) TO ENTER INTO A SOLE SOURCE CONTRACT WITH DR JOEL ARICK FOR THE EVALUATION OF THE ENVIRONMENTAL ENRICHMENT SCIENCE EDUCATION WORKSHOPS.

Date: 19 July 1994

Presented by: David Shepherdson Ph.D.

FACTUAL BACKGROUND AND ANALYSIS

In April 1992 the Metro Washington Park Zoo received a grant from the M.J. Murdock Charitable Trust to develop a pre-service teacher training program at the zoo. In partnership with Concordia College, zoo staff created a pilot program to teach science to pre-service elementary school teachers (K-7). A comprehensive evaluation carried out by Concordia staff and the Intercept Research Corporation demonstrated that the workshop had clearly increased the students understanding of, and comfort level, with teaching science.

In order to expand upon the success of this pilot project, and to make a significant impact on science teaching at the elementary level in Oregon schools, the zoo submitted a proposal to the M.J. Murdock Charitable Trust to greatly expand the scope of the program to include many more pre-service colleges and also to provide training for in-service teachers. On-going and comprehensive evaluation was deemed to be a critical component of this program. Dr Joel Arick was selected for this task on the basis of his unique qualifications.

Dr. Arick was part of a group of academics from the Portland Area who spent time at the zoo discussing the evaluation of education and other programs. It was apparent that he was the most knowledgeable in the evaluation of education programs. When the time came to seek expert advice for this program, he was the top choice. Dr. Arick was instrumental in planning and writing this portion of the successful grant proposal. Dr Arick is named in the grant proposal as Program Evaluator and will serve as principle evaluator for the program, with support from zoo staff, and from a number of contracted PSU graduate students. Dr Arick is Professor of Special Education at Portland State University and an expert on evaluation of informal education programs.

The services of Dr Arick are critical to the completion of the evaluation component of this program under the terms of the grant award from the M.J. Murdock Charitable Trust.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-2007, AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(C) TO ENTER INTO A SOLE SOURCE CONTRACT WITH DR. JOEL ARICK FOR THE EVALUATION OF THE ENVIRONMENTAL ENRICHMENT SCIENCE EDUCATION WORKSHOPS

Date: August 4, 1994

Presented by: Councilor Hansen

COMMITTEE RECOMMENDATION: At its August 3, 1994 meeting the Regional Facilities Committee voted 4-0 to recommend Contract Review Board adoption of Resolution No. 94-2007. Voting were Councilors Hansen, Gates, Moore, and Washington. Councilor McFarland was absent.

COMMITTEE DISCUSSION/ISSUES: David Shepherdson, Assistant Research Coordinator at the Zoo, presented the staff report. He said the program is funded by the M.J. Murdock Foundation, and it will train 2000 teachers in the next two years in the teaching of science. An important part of the program is evaluating it, including assessments of how well the participants use their training in their teaching. Dr. Shepherdson said Professor Joel Arick wrote the evaluation component of the grant application, and is recognized as an expert in the field. Dr. Shepherdson added that Professor Arick is named in the grant proposal as Program Evaluator, and Zoo staff believes he is the best person available to perform the evaluations.

Councilor Washington asked if there are other people available to do this work. Dr. Shepherdson said there are others involved in evaluating education projects, but Professor Arick has the most experience in classroom evaluation, which is what the Zoo is concerned about with this program. Councilor Washington expressed a concern that the person who wrote the proposal is being hired to do the work. He also encouraged Zoo staff to recruit teachers for the program from throughout the region.

In response to a question from Councilor Hansen, Dr. Shepherdson described the evaluation process that will be used. It will consist of pre- and post-workshop evaluations, assessment of written materials that will be required of participants to see whether the lessons have been absorbed, and follow-up sessions with some of the participants six months after the workshops. Councilor Hansen asked that the evaluations be sent to the council next spring.

Councilor Moore asked that the titles of resolutions dealing with contracts include the amount and duration of the contract.