

COVER SHEET – AGENDA ITEM #R3

For Commission Meeting June 15, 2015

“IGA with PSU for Student Level Data Evaluation”

Recommendation

Staff recommends that the Commission approve the Intergovernmental Agreement (IGA) with Portland State University to develop a plan to provide evaluation of student level data for student cohort groups related to the MHCRC’s TechSmart Initiative investments.

Background

The Commission entered into an Intergovernmental Agreement (IGA) with Portland State University, Graduate Department of Education, Center for Student Success, in December 2013, for the initial purpose of designing an evaluation plan for community investments under the TechSmart Initiative. The current IGA expires June 30, 2015.

Since that time, staff notified the MHCRC that staff had decided to narrow the scope of the PSU IGA to only include evaluation related to student level data. PSU is uniquely qualified to this specific evaluation service in that PSU has contracted with the Oregon Department of Education (ODE) to have access to the student data, which will enable PSU to correlate student academic outcomes to TechSmart Initiative funded projects.

PSU will work closely with MHCRC staff and the newly hired evaluation consultants to develop a plan for data analysis that integrates with the overall TechSmart evaluation plan. Staff intends to bring an updated IGA to the Commission in late 2015 in order to fund implementation of the data analysis plan.

The draft IGA is attached to this report. The IGA language is similar to the current IGA, except for the scope of work and a change in the project manager. The IGA has been reviewed by Ben Walters, MHCRC legal counsel, and by PSU.

Funds for this IGA are contained in the MHCRC’s FY15-16 budget.

Attachments: Draft Intergovernmental Agreement

Prepared by:
Julie S. Omelchuck
June 8, 2015

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is entered into by and between the Mt. Hood Cable Regulatory Commission, hereafter called the "MHCRC" and the State of Oregon acting by and through the State Board of Higher Education acting by and through Portland State University, hereafter called "PSU", individually the "Party", collectively the "Parties".

RECITALS

This IGA is authorized pursuant to ORS 190.110. The purpose of this IGA is for (Portland State University) PSU to design a plan to analyze student-level data related to MHCRC grant-funded projects with School Districts within Multnomah County and to produce a final grant evaluation report for a project at Roosevelt High School.

The Mt. Hood Cable Regulatory Commission' TechSmart Initiative for Student Success focuses grant investments on identifying effective instructional practices and strategies, which use technology to foster improvement in academic outcomes for all students in Multnomah County. Through evaluation and analysis, the MHCRC seeks to understand the impact of those investments on student academic outcomes as identified by the All Hands Raised partnership.

Portland State University has been an active evaluation and research partner in the All Hands Raised effort, which gives PSU access to student level data from the school districts within Multnomah County (given approval for the work by the Oregon Department of Education (ODE) internal data committee). In addition, PSU has been providing evaluation services to Portland Public School District for the Technology Immersion Pilot Project at Roosevelt High School, which the MHCRC has funded through past community grants.

GENERAL PROVISIONS

1. **Effective Date and Duration**

This IGA will be effective as of July 1, 2015. Unless earlier terminated or extended, this IGA shall expire November 30, 2015. This IGA may be extended by mutual written consent signed by the parties.

2. **Statement of Work**

PSU shall work closely with assigned MHCRC staff and the MHCRC's evaluation consultant to accomplish the statement of work (the "Work"), including the delivery schedule for such Work as follows:

Objectives to be included in the Data Analysis Plan:

- Correlate any measurable changes in identified academic outcomes over time for student cohorts, which benefitted from MHCRC grant investments.
- Inform school districts and teachers about the effectiveness of teaching practices to impact the achievement gap of the student cohorts.
- Disaggregate data of all student subgroups to identify progress in achievement of identified academic outcomes.

Deliverables:

- A. A plan for PSU data collection and analysis of student-level data from ODE related to MHCRC grant funded projects, for academic indicators and outcomes adopted by the MHCRC and as identified by the All Hands Raised Partnership. PSU shall submit the plan to ODE for its review per PSU's agreement with ODE. PSU shall assign the following personnel to do the Work, for an estimated number of total hours, as follows: Marjorie McGee and Pat Burk - 128 hours.
- B. A final evaluation report of findings and results of the MHCRC grant project at Roosevelt High School. PSU shall assign the following personnel to do the Work, as follows: Gayle Thieman.

PSU shall complete the Work under this Agreement by October 31, 2015.

3. Project Representatives

Each party has designated a project manager to be the formal representative for this agreement. All reports, notes, and other communications required under or relating to the technical aspects of this IGA shall be directed to the appropriate individual.

MHCRC'S CONTACT:

Project Manager: Julie S. Omelchuck, Program Manager
Organization: MHCRC, Office for Community Technology
Address: Office for Comm Tech/MHCRC, PO Box 745, Portland, OR 97207-0745
Phone: 503.823.5385
Email: julie.omelchuck@portlandoregon.gov

PSU's CONTACT:

Project Managers: Pat Burk and Victoria Lukich
Organization: Center for Student Success, Portland State University
Address: PO Box 751, Portland, OR 97207
Phone: 503-725-9519; 503-725-8150
Email: burk@pdx.edu; vlukich@pdx.edu

4. Subcontracts

PSU shall not enter into any subcontract for the work scheduled under this IGA.

5. Amendments

The terms of this IGA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by duly authorized representatives of both parties.

6. Reimbursement

Total fixed amount of compensation to PSU under this agreement is \$12,328. PSU shall submit invoices to the MHCRC. The invoice shall be on PSU letterhead and signed and dated by an authorized representative of PSU. The invoice shall include an invoice number and a breakout of the services completed by PSU. Invoices shall be sent to the MHCRC's Project Manager or designee. The MHCRC's Project

Manager or designee shall review and approve invoices. The MHCRC shall pay all amounts to which no dispute exists within thirty (30) days of receipt of the invoice. Payment shall be sent to Portland State University, Graduate School of Education, Attn: Jana Similanich-Rose, PO Box 751, Portland, OR 97207-0751.

7. Termination

A. This IGA may be terminated for convenience at any time by mutual consent of both parties, or by either party upon fifteen (15) days notice in writing, and delivered by certified mail or in person.

B. Termination or modification of this IGA pursuant the section above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, the MHCRC and/or PSU shall immediately cease all activities under this IGA, unless expressly directed otherwise by the MHCRC and/or PSU in the notice of termination. Further, upon termination, the MHCRC and/or PSU shall deliver to the other party all works-in-progress and other property that are or would be deliverables had the IGA been completed.

8. Funds Available and Authorized

The MHCRC certifies that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within current appropriation and limitation. In the event of any extension or non-appropriation, the MHCRC will notify PSU its intent to terminate this IGA.

9. Captions

The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.

10. Choice of Venue

This IGA shall be governed construed in accordance with the laws of the State of Oregon, without regard to the choice of law provisions. Any litigation between PSU and the MHCRC that arise out of or relates to performance of this IGA shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

11. Severability

If any term or provision of this IGA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the IGA did not contain the particular term or provision held to be invalid.

12. Access to Records

Both parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts and transcript.

13. Compliance with Applicable Law

Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA. Without limiting the

generality of the foregoing, parties expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) Any applicable sections of ORS Chapter 279, and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations.

14. Insurance

PSU as an agency of the State of Oregon is self-insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All PSU personnel, officers and employees, acting within the scope of their employment are covered, limited by ORS 30.270. PSU is a subject under the Oregon Workers' Compensation law in compliance with ORS 656.017, and will maintain workers' compensation insurance throughout the duration of this Agreement.

15. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of Nature and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the IGA.

16. No Third Party Beneficiary

The MHCRC and PSU and the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third parties unless third persons are expressly described as intended to be beneficiaries if its terms.

17. Indemnification

Subject to the limitations and conditions of the Oregon Constitution, Article XI, Sections 7 and 9, and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this IGA. Neither party shall be liable for any loss, damage, claim, or demand arising from the negligence of the other party or its agents or employees.

18. Merger Clause

This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written not specified herein regarding this IGA.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACKNOWLEDGE HAVING READ THIS IGA, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

MT. HOOD CABLE REGULATORY COMMISSION

Chair Signature _____ Date _____

Name _____

Approved as to Form:

_____ Date _____
MHCRC Attorney

**THE STATE BOARD OF HIGHER EDUCATION ACTING BY AND THROUGH PORTLAND
STATE UNIVERSITY**

Signature _____ Date _____

Name _____ Title _____