

Contracting for Evaluations

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2/99

The *Memorandum of Agreement* or *Formal Contract* is one of an evaluation's most important components. According to the Joint Committee on Standards for Educational Evaluation (1994), evaluators should write evaluation agreements that contain “. . . mutual understandings of the specified expectations and responsibilities of both the client and the evaluator.” Such an agreement clarifies understandings and helps prevent misunderstandings between the client and evaluators and provides a basis for resolving any future disputes about the evaluation. As the Committee further states, “Having entered into such an agreement, both parties have an obligation to carry it out in a forthright manner or to renegotiate it. Neither party is obligated to honor decisions made unilaterally by the other.” Written agreements for evaluations should be explicit but should also allow for appropriate, mutually agreeable adjustments during the evaluation.

The attached exhibit is a checklist designed to help evaluators and clients to identify key contractual issues and make and record their agreements for conducting an evaluation. Advance agreements on these matters can mean the difference between an evaluation's success and failure. Without such agreements the evaluation process is constantly subject to misunderstanding, disputes, efforts to compromise the findings, attack, and/or withdrawal--by the client--of cooperation and funds. In one high-stakes study, reference to the advance agreements on editorial authority and release of findings helped prevent the client from burying the report or rewriting it. It helped the evaluators give assurance that the study had provided for and maintained its independence and objectivity. Clients can also reference sound contracts to convince their policy boards and/or constituents that the institution contracted for sound, clearly defined evaluation services and can hold the evaluators to the agreements.

Not all checklist items will apply in every evaluation agreement. However, it is prudent to consider all of them when starting the negotiation. Then the parties to the agreement can select those items that should be incorporated in the contract. You, as one party, can code each item as *important and incorporated* ✓, or *not applicable* na; or you can leave it blank , indicating *no agreement*, although you view the item as important. Mainly the checklist is a tool for evaluators to use in negotiating evaluation contracts; they can also sign, date, and retain the filled-out checklist as a convenient summary of what they intended the contract to cover.

Evaluation Contracts Checklist¹ (DLS 2/99)

<p><i>Basic Considerations</i></p> <p><input type="checkbox"/> Object of the evaluation</p> <p><input type="checkbox"/> Purpose of the evaluation</p> <p><input type="checkbox"/> Client</p> <p><input type="checkbox"/> Other Right-to-know audiences</p> <p><input type="checkbox"/> Authorized evaluator(s)</p> <p><input type="checkbox"/> Guiding values and criteria</p> <p><input type="checkbox"/> Standards for judging the evaluation</p> <p><input type="checkbox"/> Contractual questions</p> <p><i>Information</i></p> <p><input type="checkbox"/> Required information</p> <p><input type="checkbox"/> Data collection procedures</p> <p><input type="checkbox"/> Data collection instruments and protocols</p> <p><input type="checkbox"/> Information sources</p> <p><input type="checkbox"/> Participant selection</p> <p><input type="checkbox"/> Provisions to obtain needed permissions to collect data</p> <p><input type="checkbox"/> Follow up procedures to assure adequate information</p> <p><input type="checkbox"/> Provisions for assuring the quality of obtained information</p> <p><input type="checkbox"/> Provisions to store and maintain security of collected information</p> <p><i>Analysis</i></p> <p><input type="checkbox"/> Procedures for analyzing quantitative information</p> <p><input type="checkbox"/> Procedures for analyzing qualitative information</p> <p><i>Reports</i></p> <p><input type="checkbox"/> Deliverables and due dates</p> <p><input type="checkbox"/> Interim report formats, contents, lengths, audiences, and methods of delivery</p> <p><input type="checkbox"/> Final report format, contents, length, audiences, and methods of delivery</p> <p><input type="checkbox"/> Restrictions/permissions to publish information from or based on the evaluation</p>	<p><i>Reporting Safeguards</i></p> <p><input type="checkbox"/> Anonymity/confidentiality</p> <p><input type="checkbox"/> Prerelease review of reports</p> <p><input type="checkbox"/> Rebuttal by evaluatees</p> <p><input type="checkbox"/> Editorial authority</p> <p><input type="checkbox"/> Final authority to release reports</p> <p><i>Protocol</i></p> <p><input type="checkbox"/> Contact persons</p> <p><input type="checkbox"/> Rules for contacting program personnel</p> <p><input type="checkbox"/> Communication channels and assistance</p> <p><i>Evaluation Management</i></p> <p><input type="checkbox"/> Time line for evaluation work of both clients and evaluators</p> <p><input type="checkbox"/> Assignment of evaluation responsibilities</p> <p><i>Client Responsibilities</i></p> <p><input type="checkbox"/> Access to information</p> <p><input type="checkbox"/> Services</p> <p><input type="checkbox"/> Personnel</p> <p><input type="checkbox"/> Information</p> <p><input type="checkbox"/> Facilities</p> <p><input type="checkbox"/> Equipment</p> <p><input type="checkbox"/> Materials</p> <p><input type="checkbox"/> Transportation assistance</p> <p><input type="checkbox"/> Work space</p> <p><i>Evaluation Budget</i></p> <p><input type="checkbox"/> Payment amounts and dates</p> <p><input type="checkbox"/> Conditions for payment, including delivery of required reports</p> <p><i>Review and Control of the Evaluation</i></p> <p><input type="checkbox"/> Contract amendment and cancellation provisions</p> <p><input type="checkbox"/> Provisions for periodic review, modification, and renegotiation of the evaluation design as needed</p> <p><input type="checkbox"/> Provision for evaluating the evaluation against professional standards of sound evaluation</p>
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Preparer _____ Date _____

¹ Mark each item as *important and incorporated* or *not applicable* or leave it blank , indicating *not agreed to* though important.