

**JEFFERSON COUNTY PUBLIC SCHOOLS  
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Magnet Schools of America (hereinafter "Contractor"), with its principal place of business at 1909 K Street NW, Suite C140, Washington, DC 20006.

**WITNESSETH:**

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

**ARTICLE I**

**Entire Agreement; Amendments**

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

**ARTICLE II**

**Services**

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

This Contract amends the Contract entered into on January 14, 2014, a copy of which is attached and incorporated herein by reference. This amendment increases the total cost for travel to \$12, 174 and the contract amount to \$79,564. The additional cost will be added to the final payment (3/31/14) making it \$29,037.34. All other provisions of the Contract remain the same.

### ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount: \$79,564.00

Progress Payments (if not applicable, insert N/A):

1/31/14 = \$25,263.33

2/28/14 = \$25,263.33

3/31/14 = \$29,037.34

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: General Fund

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on January 14, 2014 and shall complete the Services no later than March 31, 2014, unless this Contract is modified as provided in Article VIII.

### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

#### ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, religion, or political opinion or affiliation. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

#### ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

#### ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX  
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X  
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI  
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII  
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII  
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the

appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

#### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

#### ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of  
February 25, 2014

Contractor's Social Security Number or Federal Tax ID Number: 76-0428386.

JEFFERSON COUNTY BOARD OF  
EDUCATION

Magnet Schools of America  
CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Donna M. Hargens, Ed.D.  
Superintendent

Title: Scott Thomas  
Executive Director

Cabinet Member: Dr. Robert J. Rodosky

RR  
(Initials)

Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: \_\_\_\_\_

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: National organization with copyright rubric (toolkit)  
to be used specifically

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: \_\_\_\_\_

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): \_\_\_\_\_

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): \_\_\_\_\_

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): \_\_\_\_\_

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: \_\_\_\_\_

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

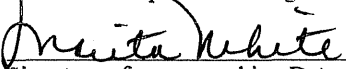
Explain the logic: \_\_\_\_\_

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: \_\_\_\_\_

**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Marita White  
Print name of person making Determination

  
Signature of person making Determination

Magnet Schools of America  
Name of Contractor (Contractor Signature Not Required)

Data Mgmt, Planning & Prog Evaluation  
School or Department

12/30/13  
Date

\_\_\_\_\_  
Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations



JEFFERSON COUNTY PUBLIC SCHOOLS  
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WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

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ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor will review and make recommendations regarding magnet program audit with final report delivered to the Jefferson County Board of Education by March 31, 2014. Magnet Schools of America proposal is attached and incorporated herein by reference.



### ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount: \$75,790

Progress Payments (if not applicable, insert N/A):

1/31114 = \$25,263.33

2/28/14 = \$25,263.33

3/31114 = \$25,263.34

Costs/Expenses (if not applicable insert N/A):

Fund Source: General Fund

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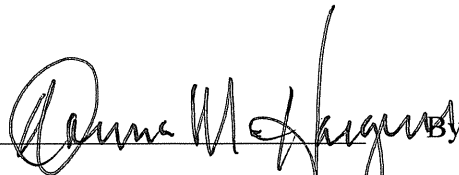
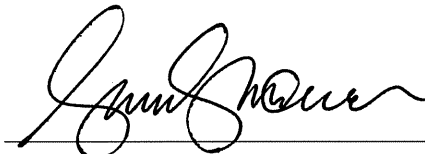
#### ARTICLE XV Miscellaneous

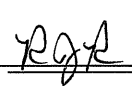
- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of  
January 14, 2014.

Contractor's Social Security Number or Federal Tax ID Number: 76-0428386.

JEFFERSON COUNTY BOARD OF Magnet Schools of America  
EDUCATION CONTRACTOR

By:  By:   
Title: Donna M. Hargens, Ed.D. Title: Scott Thomas  
Superintendent 11/15/14 Executive Director

  
Cabinet Member: Dr. Robert J. Rodosky  
(Initials)

Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: \_\_\_\_\_

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: National organization with copyright rubric (toolkit)  
to be used specifically

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: \_\_\_\_\_

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): \_\_\_\_\_

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): \_\_\_\_\_

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): \_\_\_\_\_

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: \_\_\_\_\_

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: \_\_\_\_\_

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: \_\_\_\_\_

**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Marita White  
Print name of person making Determination

Marita White  
Signature of person making Determination

Data Mgmt, Planning & Prog Evaluation  
School or Department

12/30/13  
Date

Magnet Schools of America  
Name of Contractor (Contractor Signature Not Required)

\_\_\_\_\_  
Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations



## Proposal

Name: Magnet Program Audit & Review

District: Jefferson County Public Schools

The proposal bid from Magnet Schools of America (MSA) and its leadership development platform, The National Institute for Magnet School Leadership (NIMSL), responds to the *General Scope & Services* required for the audit of the Magnet Programs for Jefferson County Public Schools (JCPS). In its Request for Proposal, JCPS states that it is looking for a partner to conduct an audit focused primarily on three areas: Student achievement, student demographics and diversity, and theme subscription and community interest. The NIMSL proposed audit will consist of: (1) a review of the District's student achievement data disaggregated by race socioeconomic, and gender over a three to five year period; (2) a review of student demographics, by theme and school to determine which programs promote diversity at which schools and why; (3) the facilitation of parent and community focus groups to determine theme interest and support; and (4) a comprehensive review and analysis of the individual campus-based Magnet Programs through on-site evaluation visits to determine the overall quality of the magnet school theme.

To meet the project goals, NIMSL will review and make recommendations regarding the magnet program audit with a final report delivered to the Board of Education in early March 2014 as outlined in JCPS request. Specific goals for the final report include answers to the essential questions asked of the reviewer:

1. Are magnet schools increasing student achievement?

- An overall and demographic report of student achievement data of magnet schools across the district including recommendations on enrollment criteria (academic)

2. Are JCPS magnet themes “magnetic” and does the community support these themes and is JCPS meeting the market needs of the community?

- Analysis of community interest and support for themes (existing and non-existent) from focus groups and interviews.
- Analysis and recommendations of transportation policies and practices.

3. Are the magnet schools promoting and achieving student diversity at acceptable levels?

- Analysis of student demographic enrollment trends of magnet and non-magnet schools.
- Recommendations to achieve greater diversity at magnet schools.

4. The recommendation of a design model/delivery structure for the JCPS magnet programs; and

5. A review and assessment of current programs with proposed revisions, as appropriate, for future measurement of accomplishments of the magnet programs and their structure, specifically related to:

- Completion of system and campus level audits of all magnet programs,
- The quality of the district’s Magnet Program System through geographic focus groups,
- The quality of individual campus-based Magnet Programs through individual on-site visits to each school,
- Recommendations to guide systematic planning for the use of the magnet programs, and
- Recommendations for enhancing the delivery of educational opportunities throughout the magnet programs.

The audit also will include a review of district policies and practices and offer recommendations to ensure alignment to JCPS best practices and data collection. **Table 1** provides an overview of the *Scope of Work* for:



(1) Focus groups of students, parents and community will provide insight into the public's perception of the District's magnet program as well as meaningful information and data to support the refinement and possible changes to existing magnet programs. The sessions, which will be monitored and facilitated by the proposer, will foster discussions with senior-level administration as part of the periodic report process.

(2) Document reviews, including magnet school governance, procedures and practices, central office support, magnet funding, and magnet evaluation, will be conducted and summarized. In addition, student demographic and achievement data will be provided and include 5 years with of data. JCPS is expected to produce all documents necessary for a thorough assessment of the District's magnet programs.

(3) Campus visits will occur to observe each school in session, visit classrooms, and meet with staff, students, parents, and administrators. Specific school-level data will be reviewed in advance of each site visit to complement the ethnographic information obtained.

TABLE 1

OVERVIEW OF DOCUMENT REVIEWS AND FOCUS GROUP MEETINGS

	Focus Groups	Campus Visits	Document Reviews	Reporting
<b>Responsible Party</b>	Coordinated by JCPS; NIMSL consultants to observe, facilitate, monitor, and report findings and recommendations	Coordinated by JCPS; NIMSL to use a standardized rubric and questionnaire for each school visit	NIMSL to use an established rubric for document and processes review	NIMSL
<b>Resources Needed</b>	2 consultants (attend 2 focus group meetings each)	6 consultants over 5 days to visit 59 schools	2 consultants to review processes and policies	2 consultant to meet with District personnel (January, 2014)
<b>Objective</b>	Recommend 4 community focus	Half-day visit to each school during the	All JCPS documents in District's current	Interim Reporting to Senior Level

	groups of parents, students, staff, and community to assess public perception of JCPS's magnet programs during Month of May or June based on JCPS schedule	month of February based on JCPS schedule	Magnet Guidelines, policies, and practices, and student achievement and enrollment data as defined by MSA	Administration & preliminary findings
<b>Deliverables</b>	Small groups scheduled at school and community sites (1.5 hrs each). Planned and hosted by JCPS staff and facilitated by project consultants as per RFP.*(see note)	Executive Summary of findings and next steps of reviews	Reviews conducted off-site based on documents provided by JCPS	Meeting with Administration to present interim through final findings and recommendations

\* Note: JCPS will advertise and arrange for focus groups and locations. JCPS also will provide transportation to schools and focus locations for all NIMSL consultants to and from their local address.

## PROPOSER'S EXPERIENCE

Magnet Schools of America has been working with school districts since the 1980's. At that time, the association first provided professional development opportunities at conferences and smaller, theme-based Institutes. In 1994, MSA became a registered 501(c)(3), nonprofit organization. Since then, the conferences and institute programs expanded into technical assistance for LEA staff and professional development opportunities for teachers and administrators. We have provided technical assistance in area such as planning and implementing new magnet programs, grant writing, program assessments and evaluation, marketing and recruiting, student assignments, and change management.

In 2008, MSA founded the National Institute for Magnet School Leadership (NIMSL) to focus on leadership development in magnet schools; namely, preparing and training magnet school principals and assistant principals. Professional development occurs through the National Leadership/Principals Academy. Since 2008, NIMSL has trained over 350 principals from low and high performing magnet schools and local district administrators in leadership skills and change management—people, priorities, promotion, practices, and productivity.

In addition to the Leadership Academy, NIMSL staff and consultants have provided fee-based technical assistance and on-site program evaluation services to local school districts (in areas as described above). Specifically, NIMSL secured contracts with the San Diego Unified School District (San Diego, CA) in 2009-2010 and the Houston Independent School District 2010-2011, to (1) conduct data analyses and reviews of all magnet program policies and procedures, (2) conduct individual campus-based site visits of all magnet programs and year-round magnet schools for the districts and (3) host focus groups throughout both districts. The evaluation and comprehensive reviews used in both the San Diego and Houston audits employed all of the components as proposed in the JCPS project. As part of the school site evaluations, NIMSL interviewed, met with, and/or hosted focus groups with administrators, teachers, parents, and students.

To accomplish the proposed JCPS magnet program audit, NIMSL will use specialized consultants with expertise in magnet school/district administration, data analysis, program evaluation, curriculum and instruction, and technology integration. In addition, all have demonstrated experience in magnet school education and evaluation, which qualifies them to perform the specific tasks of the proposed project. The reviews and site evaluations will be concentrated in the areas of school administration, program management, curriculum, teaching and learning, instructional methodology, assessment and evaluation, instructional technology, marketing and recruiting, student assignment, and school/parent/community collaborations.

Magnet Schools of America has adopted Five Pillars, which represent its core beliefs about education.

These Pillars align with the goals of the JCPS magnet program, and serve as the foundation for the full evaluation is the JCPS magnet school system.

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### *PILLARS OF MAGNET SCHOOLS*

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- **Diversity** is a cornerstone to offering students a global educational experience. Schools, through recruitment and lotteries, strive to have student populations that are reflective of the community. Culturally competent educational environments model empathy, respect, and working collaboratively with a variety of persons.
- **Innovative Curriculum and Professional Development** is developed to assure theme-based relevant instruction to students. Effective teaching strategies, emulating from best practices, are implemented through the inclusion of the school's theme. Curriculum is based on high quality rigorous standards that prepare students for higher education and career success.
- **Academic Excellence** is demonstrated through a commitment to multi-dimensional instruction focused on the learner needs. Multiple assessment strategies are employed to monitor student learning, progress, and success. High expectations are clearly articulated and personalized supports are in place to address the interests and aspirations of all students.
- **High Quality Instructional Systems** are rooted in well-prepared, well-educated professional educators. Teachers and administrators who are student-centered, collaborative, and inquisitive prepare learners to be world ready, workforce ready, and higher education ready.
- **Family and Community Partnerships** are mutually beneficial, offer a system of support, shared ownership, and a caring spirit and are designed to enhance a theme integrated educational environment. Partnerships with parents are essential for a rich educational experience for students. Community partnerships include a diverse array of stakeholders including business, health and human services, and policy makers to support the education of all students.

### STUDY DESIGN AND METHODS

To conduct a thorough audit of magnet programs, the evaluation team will use multiple research methods that employ both quantitative data analyses and qualitative investigations. Under the leadership of the

Executive Director of Magnet Schools of America (MSA), we will select a team leader. The team leader will provide each of the project consultants with the data necessary to determine the extent to which magnet schools are meeting the goals established by the District. Data for review will include, but are not limited to, magnet school recruitment, enrollment, demographic composition, magnet applications, academic achievement, retention, graduation rates, theme articulation, research-based instructional methods for the improvement of teaching and learning, funding sources, budget, and the efficient use of instructional resources and staff. The majority of the work will be:

- (1) A review of the District's magnet governance activities occurring at the central office level,
- (2) A review of system-wide data and supporting documentation, and
- (3) Analysis of the results of 3 (three) focus groups for the public/community and 1 (one) for District personnel.

*We also recommend the use of web-based technology, including as a survey, to facilitate additional input from parent/community groups.*

During the focus groups, the consultants will observe the interactions among participants and take detailed notes. They especially will listen as the discussions address a range of critical issues that involve the role/relationship/impact of magnet schools/programs in the District and its reform efforts. Expected key topics include turnaround initiatives, magnet procedures, magnet school budgets, selection and student assignment, and magnet theme development and implementation.

An essential component of the proposed work is to "assess the quality of magnet programs offered in JCPS." To accomplish this objective, the magnet evaluation team will visit all 59 District magnet schools/programs. All visits will be carried out during February 2014, depending on the District calendar and preferences.

NIMSL will craft a specifically designed, standardized process for completing the school visits. At each campus, the audit team will meet with administration and staff, as well as observe classes, collect school documents (e.g., assessment reports, brochures, curricula), and complete protocols (interviews, surveys, classroom visitations, document reviews). We also request to meet with parents and students to collect survey data and conduct interviews using a questionnaire. Our questionnaire will be designed to include information about awareness of the magnet program, specific program strengths and contributions to the school and the classroom. Specific topics to be addressed for parents and students are theme selection, instructional satisfaction, sustainability of themes, the program's viability to attract students, utilization of magnet funds, and school/program ability to overcome weaknesses through school improvement and turnaround initiatives. An exit interview with the principal will complete the review.

At the conclusion of each visit, we expect to have gathered comparable and valid information from the administration and classroom teacher at each magnet school. NIMSL will use survey and interview documents to compare school data across schools by level (elementary, middle, or high). We then will use the *Comparative Magnet School* rubric, a tool that rates schools in six areas essential for school/program success.

Our study of the JCPS magnet schools will be designed to evaluate program effectiveness. We anticipate being able to identify levels of program effectiveness and offer recommendations for improvements, expansions and/or continuation plans for programs in the lower levels. Recommendations will include program management and leadership, instructional quality, staffing, and district wide practices. Based on criteria established in the RFP and this proposal, recommendations will address the following broad components and will include, but not be limited to, the following:

- Equity of access across the various District's geographical areas, review of transportation policies and practices to/from magnet schools, and review of magnet themes/curriculum;

- A review and analysis of data and reports beginning with 2009, including admission criteria, program pathways and continuity, and seat opportunities within the various themes;
- Effectiveness of implementation, including applicant pool numbers, student placements, exit transfers, program staffing needs, instructional practices, course offerings, program offerings across the District, level of interest and resources to implement, and review of the District's student assignment and selection process;
- Implementation models, including budget allocations, District magnet program expenses, community-based programs, compensation for non-instructional responsibilities; review of the District's sustainability of magnet program; and a review of other federal/state/local funds supporting the magnet programs;
- Effectiveness of centralized operations, such as public awareness, application processes, marketing and recruitment, review of District student assignment and selection processes, staffing levels, and all policies/procedures/implementation of aforementioned;
- A review of magnet standards;
- Visits to all magnet schools using established observation and interview tools;
- Interviews with magnet school personnel; and
- Interviews with parents, students, and community.

To accomplish this comprehensive review of the JCPS magnet programs, NIMSL will require the full cooperation of all JCPS departments and school staff as well as access to administration for support and clarification of issues or concerns. Consistent with the above, the JCPS Office of Magnet Programs shall provide to NIMSL copies of all magnet-related Board, District, and school policies; District and magnet school budgets for the last three school years; disaggregated state and district assessment results; magnet

data related to applicant pools, seats available, seats offered, and student demographics for the previous ten years; and any previous program evaluations.

## **SIGNIFICANCE OF THE REVIEW OF THE JCPS MAGNET PROGRAMS**

The NIMSL evaluation strategies and work of its consultants is intended to build on prior work completed by Dr. Gary Orfield and increase knowledge of Jefferson County Public Schools understanding of the effectiveness of their magnet programs as well as increase knowledge and understanding of educational successes, challenges, and effective strategies unique to magnet schools. To achieve the goal of providing all students with the education they deserve, Magnet Schools of America (MSA) and its Leadership Institute, The National Institute for Magnet School Leadership (NIMSL), incorporate the *Effective Schools Framework's* Six Principles. These principles are designed to reflect high quality leadership, teacher excellence, and high achieving students. We use these principles in addition to the Five Pillars of Magnet Schools, which are considered the basis for site visits and the expectations for school leadership and the responsibilities of its leaders. High-quality instructional leadership is primary to the success of magnet schools. The model's principles include: (1) Effective Teaching and Learning, (2) Leadership through Professional Development, (3) Instructional Resources, (4) Safe and Effective Learning, (5) School Culture and Environment, and (6) Family and Community Engagement. These form the core of our interviews with the school leadership and its faculty.

## **MAGNET PROGRAM GOALS AND PROGRAM QUALITY**

The JCPS Magnet Goals will be reviewed for clarity. We will focus on how they address issues related to leadership, roles, duties of key staff, magnet standards, student recruitment, marketing strategies, and student selection into the magnet program and courses, as well as how instruction is aligned with core and theme-based curriculum. We will identify "factors that drive the programs and choices for students." Findings will be based on the data collected, classroom visits, interview results, surveys and the following



eight (8) goals expected of successful magnet schools, which are correlated to the JCPS magnet program goals.

**GOAL 1:** Magnet schools provide availability of activities and resources related to the magnet theme (JCPS: Support of campus leadership for the Magnet Program--principals, magnet coordinators, lead teachers).

**GOAL 2:** Magnet schools establish positive communications within the school, home, and community; improve diversity and achievement of all students; and form outside partnerships as appropriate.

**GOAL 3:** Magnet schools provide a unique, specialty curriculum and innovative educational methods and practices (JCPS: Scope, sequence, and alignment of Magnet curriculum to program specialty; Scheduling students into appropriate Magnet Program course sequences).

**GOAL 4:** Magnet schools provide high-quality teachers with certification in specific content areas; magnet teachers have the knowledge and experience in specific themes to support the academic program and attract parents and students to the school/program (JCPS: Certification, knowledge, training, and experience of Magnet specialty teachers).

**Goal 5:** Magnet schools attract students from outside the assigned neighborhood based on strong school/district marketing and recruiting program (JCPS: School process for marketing and recruitment).

**Goal 6:** Magnet schools provide special facilities, state of-the-art technology, materials and supplies to support the school's theme (JCPS: Facilities, technology, materials, and/or supplies for Magnet offerings; Activities and resources related to specialty beyond the core subject requirements).

**Goal 7:** Magnet schools implement a student assignment plan and a process for handling student applications, how students are accepted/not accepted, and communicate with parents regarding wait lists (JCPS: Process for handling student applications, qualifications, selection, and wait lists).

**Goal 8:** Magnet schools maximize learning opportunities (sufficient learning time) and have high expectations for all students (JCPS: School process for monitoring student achievement, developing portfolios and growth charts, and documenting students who leave the program).

To successfully complete the audit, each school will be required to provide a binder (both electronic and paper versions) with materials related to:

- Mission
- School Goals
- Any School Improvement Plans in existence
- Student Achievement data (includes but not limited to racial/ethnic, FRL, as well as student mobility)
- Supporting Theme materials and examples of student work
- Marketing and Recruitment materials
- Photo of the School, directions, and contact information

## FINDINGS AND RECOMMENDATIONS

Findings and recommendations will be based on the following:

- The vision and governance of JCPS Magnet Programs
- Current Magnet procedures and practices based on fairness, equity, clarity, effectiveness, and efficiency
- Schools ability to increase student achievement
- Schools' ability to attract and accommodate students
- Funding of Magnet Programs
- Evaluation of Magnet Programs, data collection process, timelines, and use of results
- Parent perceptions of Magnet Programs

- Individual program quality
- The JCPS ability to use the magnet program as a vehicle to provide access to exceptional education opportunities for students in all areas of the county.

Based on the findings related to how each magnet school addresses the above goals, recommendations will be made regarding (1) the operation of each of the magnet schools, their vision and governance, (2) procedures and practices (to ensure equity) and magnet theme alignment to the total educational program (teaching and learning), (3) strategies for systematizing and/or improving the governance and classroom instruction as well as the educational program by looking at the teaching and learning framework in every classroom, (4) the ability of the schools to attract a diverse student population (marketing and recruiting), and (5) funding the magnet programs. Further, the final report will address the following twelve (12) strategies needed for systemic change and improvement:

- Provide academic support for all students through systematic academic intervention and enrichment.
- Create a shared vision of student learning and building a culture of inclusiveness and collaboration by investing in students, teachers, parents and community members.
- Develop systems that ensure smooth daily operations and result in efficient and effective school management.
- Establish a highly visible, physical presence throughout the school day highlighted by positive and productive interactions with students, teachers, and community members.
- Improve staff member effectiveness through formal and informal feedback.
- Build a culture of continuous and effective professional development focused on teaching, learning, and student achievement.
- Analyze and use data to align administrative and instructional practices to support teaching and learning.
- Implement and oversee discipline policies and procedures based on student discipline data that are equitably and consistently enforced.

- Facilitate positive relationships and conflict resolutions among adults, among students, and between adults and students.
- Maintain a school building that is a safe, clean, and positive place for learning.
- Develop and lead school-wide activities and programs that fully engage parents and community members.
- Communicate regularly and systematically with parents about student progress, school events and other important information pertaining to their child's success.

## PROJECT SURVEYS AND FORMS

The NIMSL magnet audit team members will use specific surveys and questionnaires. These documents are designed to foster dialogue with staff, parents, students, and community. They include questions related to the following: the school, unique features of the magnet theme, strengths and weakness of the program, quality and number of magnet staff, student achievement (e.g., eliminating racial predictability and disproportionality), participating students, funding and spending categories, recruitment, administrator/teacher evaluation, professional development, and awards and recognitions.

The *Scope of Work* will begin on or around January 6th, and a final report will be prepared and submitted to the Board of Education by early March, 2014. As indicated, NIMSL has allocated time for planning which includes completion of District and school level document and data reviews. The audit team also will meet for at least two (2) days off-site to prepare and write reports. Once a final schedule for site visits and focus groups is determined based on activities within JCPS, a full schedule will be presented to the District. NIMSL will schedule biweekly meetings with the District from January through March to report on the progress of the audit. Furthermore, weekly meetings are anticipated for the month of February. These meetings may be face-to-face or via conference call, depending on the District's preference and availability.

## PROJECT BUDGET

Project Staff	No. of Staff	Daily Rate	# of Days	Total	Scope of Work
MSA Executive Director	1	\$1,500	7	\$8,500	Designs all reporting and evaluation documents. Oversees all aspects and reporting requirements of project. Meets onsite with senior-level District administrators. Fee is inclusive of travel for initial meeting as well as a final Board presentation.
Project Manager	1	\$1,000	4	\$4,000	Organizes team, focus group monitoring, and document reviews. Responsible for coordinating and preparing periodic reports to MSA Executive Director and JCPS.
Focus Group Consultants	2	\$1,500	2 each	\$6,000	Facilitate and monitor focus groups of parents and community members.
Document Review Consultants	2	\$1,000	2 each	\$4,000	Review of all documents identified in RFP and make recommendations.
School Site Consultants (February)	6	\$1,000	6 each	\$36,000	Conduct school site visits. Complete surveys, interviews, reports, and recommendations.
Travel (includes air/hotel)		\$1200		\$8400	Air, lodging, meals, ground transportation, etc.
Materials/Supplies/Printing, Shipping, Technology, and Communications	—	—	—	\$2,000	Necessary for data collection and reporting, chart and graph preparation, email communication, shipping

					and follow-up
<i>Project Subtotal</i>	—	—	—	\$68,900	
Indirect Costs @10%				\$ 6,900	
<b>Project Total</b>	<b>\$75,790</b>				

This document is a proposal and may only be used as such. Details contained within this proposal may be modified, changed or eliminated which may affect the overall cost of the services provided by Magnet Schools of America. Magnet Schools of America maintains all necessary insurance coverage and will ensure that all consultants and service providers who enter district premises are duly vetted and have completed a criminal background check. Upon entering such agreement for services, District agrees to pay in three installments for services completed on January 31, February 28, and March 31 to total \$75,790. This quote is valid for 30 days and is based upon current market prices for travel and may be subject to change.