

CONTRACT

THIS CONTRACT is entered into this first day of December , 2024 , by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and [Metis Associates, 100 Wall Street, Suite 802, New York, New York 10005] ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, [Department of Grants Programming] has established the need to [conduct a comprehensive grant evaluation to assess the implementation of project activities of the MSAP Grant and the extent to which the activities support the project outcomes and outputs] and has determined that this need cannot be met by existing district staff.

[Metis Associates provides [grant specific needs assessment, best practices literature reviews, grant evaluation, grants training programs] and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of [a comprehensive grant evaluation to assess the implementation of project activities of the MSAP Grant]

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the [Department of Grants Programming, Breckinridge Elementary, Harrison Elementary and Crawford Middle Schools], as an independent contractor, services under the direction of Dr. Martha Jones and MSAP Project Director.
2. The second party shall provide [all services as detailed in the attached Scope of Work]].
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$ 70,000.00 . Additional expenses to be reimbursed are [No expenses that are not listed in the Metis Scope of Work are allowable. The listed expenses are as follow: Evaluation and Planning Meetings-\$6575.00, Instrument Development and Preview-\$7825.00, Data Collection and Field Work-\$19750.00, Data Analysis-18650.00, Reporting-\$12950.00, Travel & Materials Cost- \$4250.00], with a total amount of this contract not exceeding \$ [70000.00]
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).
12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the

Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

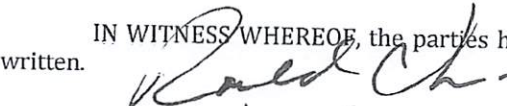
15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from December 1, 2024, through June 30, 2025 unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.


Yanika C. Jones
Principal/Director's Approval

11/24/24
Date

Dr. Demetrus Liggins, Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Date


LEGAL IN: SP
CAB. IN: _____

Name of Second Party

Date



metis associates
partners for meaningful change

SCOPE OF WORK

Fayette County Public Schools 2024 MSAP Grant

Grant Evaluation (Years 1-5)

Introduction

In October 2024, Fayette County Public Schools (FCPS) was awarded a five-year Magnet Schools Assistance Program (MSAP) grant from the U.S. Department of Education. With the grant, FCPS will convert two elementary and one middle school into whole-school magnets to address the overarching goals of promoting racial and ethnic diversity, improving student academic achievement, and building capacity in the schools to sustain the rigorous magnet programs.

As part of the grant application process, Metis Associates was selected to conduct a comprehensive grant evaluation to assess the implementation of project activities and the extent to which the activities support the project outcomes and outputs. The evaluation design, outlined in the FCPS awarded MSAP grant application and described again in this scope of work, will include formative and summative components, and utilize multiple measures over multiple groups of subjects conducted across all five grant years. Additionally, in Years 4 and 5 of the grant, Metis will conduct a sub-study of the MSAP grant, a required evaluation component, to use rigorous, statistical analyses of program implementation and student outcome data to examine impact of the grant. The sub-study will be quasi-experimental impact study comparing students in MSAP schools to a similar comparison group of students to test the linkages between implementation of a key component of the grant—a comprehensive professional learning system with coaches and facilitators—on student achievement on the state assessments in and math. Data from all sources of the evaluation and impact study will be synthesized and analyzed to maximize precision of outcome information and enrich the capacity of the Project Director and FCPS MSAP stakeholders to make informed and timely decisions about program development and implementation.

The formative evaluation will focus on program implementation and assessment of project activities. Formative evaluation methods will answer key questions about: the outreach and recruitment strategies being used; how the schools are planning, developing, and implementing the themes and ensuring that all students have access to magnet thematic curricula and activities; the types of staff development being offered and the levels of participation in these; and the collaborations, among instructional staff, within the school community, and with external partners, being fostered to support the program. Ongoing formative feedback will be provided to the Project Director and the school-based magnet teams about the extent to which project activities are being implemented as planned and in line with the intended outcomes. This feedback and these data will be critical for ensuring that the project is well-positioned to meet its objectives and for developing program adjustments as part of a continuous improvement model.

Summative evaluation activities will assess the impact of program implementation on the intended outcomes, as outlined in the program logic model and project performance measures. The impact study will be designed to examine the impact of the magnet programs on student outcomes using a rigorous research methodology that can provide empirical evidence to support the theoretical linkage between implementation of magnet program model and student achievement in ELA and math (relevant outcomes). In accordance with the WWC guidelines, the research design will involve developing a quasi-experimental matched comparison group design based on a propensity score matching (PSM) approach.

Evaluation methods and reporting

Metis will conduct an annual evaluation in each of the five years of the grant. The evaluation periods cover:

- Upon signing contract through September 30, 2025 (Year 1).
- October 1, 2025, through September 30, 2026 (Year 2).
- October 1, 2026, through September 30, 2027 (Year 3).
- October 1, 2027, through September 30, 2028 (Year 4).
- October 1, 2028, through September 30, 2029 (Year 5).

The following methods will be conducted in each year to collect data on program implementation and impact, which will be provided to FCPS's Project Director through ongoing informal telephone and email communications, bi-annual local evaluation written reports, and evaluation sections for the Annual Performance Reports and ad-hoc reports required by the U.S. Department of Education. The evaluation design and methods will evolve each year as informed by evaluation data and findings from previous years.

Program documentation review. The Metis team will collect program materials and documentation, including outreach and recruitment calendars and marketing materials, locally developed implementation logs, magnet curriculum maps and documents, sign-in sheets and attendance logs from magnet events, school-wide activities, and parent conferences, and professional development agendas and sign-in sheets. Program staff will submit the comprehensive program documentation on a quarterly basis to allow the Metis team to assess progress toward meeting program implementation goals.

Stakeholder surveys. Metis will develop surveys of instructional staff, students, and parents, in consultation with the school- and District MSAP staff and administered in the spring of each project year. The staff survey will be administered to all instructional staff at each magnet school to collect data on knowledge and usage of key concepts addressed in the magnet professional development, confidence and attitudes toward teaching integrated thematic content, and levels of collaboration among teachers, as well as measure awareness and support for the magnet program and their participation in and satisfaction with program planning. Student surveys will be administered to all students in grades 3-8 to measure perceptions of the magnet program and its effect on their interest and attitudes toward magnet theme-related content and careers. The parent survey will collect feedback on parental satisfaction with the magnet program and will be available online and in paper copy. The survey will be translated into languages other than English and will use language that will be accessible to parents of a variety of backgrounds and

education levels. Survey data will be analyzed using frequency and cross-tabulation calculations by school and for the project.

School site visits. Site visits will be conducted to each MSAP school in the fall/winter and spring of each project year to conduct interviews with school leaders and magnet staff, focus groups with teachers and students, school walk-throughs, and informal class observations to gather data on program implementation. All activities will be conducted using semi-structured protocols that will be developed by Metis in consultation with district staff. Metis will prepare site visit summaries reports after each visit. Metis will also conduct interviews with FCPS MSAP staff at the time of the site visits to gather feedback on grant-level activities, partnerships, accomplishments, and challenges. Findings from these interviews, as well as the site visits, will be summarized in biannual grant-level status reports. Metis will conduct biannual debrief meetings with FCPS MSAP staff to discuss the school- and grant-level findings and recommendations outlined in the reports.

Enrollment and applicant data. Metis will conduct annual analyses of student enrollment data from the district's registers for all active students by school and grade to determine the number and proportion of students by racial/ethnic group and to determine the number of applications received for each school in each project year. Data will be used to assess performance measures related to the reduction of minority group isolation, as outlined in the grant application.

Each year, standardized test data from the Kentucky Summative Assessments (KSA) in ELA and math for students in tested grades (3-8) will be analyzed to assess student achievement outcomes. Achievement results will be derived from performance level analyses to calculate the proportions of students in each year who score at or above proficient. All analyses will be conducted by school, by grade level, and by student subgroup, including each major racial and ethnic group, students with disabilities, low-income students, and English language learners (ELLs), except in cases where the number of students in a category is less than 10 and therefore insufficient to yield statistically reliable information, and/or where the results yield personally identifiable information.

Student magnet skill assessments. The magnet skills assessments will be developed (using published items identified through a comprehensive literature review) and pilot-tested by Metis in consultation with the Project Director in grant Year 1. The measured skills will include theme-related content and non-cognitive and soft skills, such as motivation, persistence, and communication, and will be specific to each school's magnet theme and curriculum, including inquiry and language attainment. The assessments will be pilot tested with item analyses and reduction conducted to ensure the validity and reliability of the items in measuring the intended outcomes.

Starting in Year 2, teachers will complete the assessments for each student to measure attainment and mastery of a set of unique magnet value-added skills. The checklists will be completed by classroom teachers at the elementary schools and by one subject area teacher at the middle school so that only one assessment is completed per student. The magnet skills assessments will be administered in the spring of

each project year and analyzed for each school and by grade level using frequencies and cross-tabulations to determine the proportion of students who master the skills each year.

Budget and Work Plan

The evaluation, as outlined in the approved grant application budget, will be conducted for a total fixed cost of \$475,000—\$70,000 in Year 1, \$75,000 in Year 2, \$80,000 in Year 3, \$125,000 in each of Years 4 and 5. The budget is higher in Years 4 and 5 when the rigorous impact study is included in the evaluation. The major tasks, staff hours, and cost for the Year 1 evaluation, which will be conducted from November 2024 through September 2025, is presented in Table 1.

Table 1: Evaluation Activities by Staff Hours and Cost, by Month and Year

Evaluation Tasks	Timeline	Cost
Evaluation Planning and Meetings		\$6,575
Initial meeting with FCPS team	Dec. 2024–Jan. 2025	
Finalize evaluation timeline		
Support with revisions to logic model and performance measures		
Participate in project and evaluation launch meetings		
Conduct monthly check-ins and planning	Dec. 2024–Sept. 2025	
Instrument Development and Review		\$7,825
Prepare Evaluation Framework	Dec. 2024–Jan. 2025	
Develop evaluation instruments (protocols, surveys, consents)		
Conduct IRB review and finalize plan and instruments		
Data Collection and Field Work		\$19,750
Conduct initial baseline visits to MSAP schools	Feb.–March 2025	
Process site visit data and interview notes	Feb.–March 2025	
Administer parent, staff, and student surveys	April/May 2025	
Collect program documentation	April, Sept 2025	
Data Analysis		\$18,650
Develop and submit data requests for APR and ad hoc	April, Sep. 2025	
Collect and analyze enrollment, application, and student achievement data for APR and Ad Hoc reports		
Analyze surveys and prepare figures	June 2025	
Analyze program documentation and data	April, Sept. 2025	
Reporting		\$12,950
Prepare APR report	May 2025	
Prepare site visit summaries and Year 1 grant report	March 2025, June 2025	
Prepare Ad hoc report	Oct. 2025	
Total Personnel Costs		\$65,750
Travel and Materials Costs		\$4,250

Evaluation Tasks	Timeline	Cost
Total Budget		\$70,000

As outlined above, the total cost of the Year 1 evaluation is \$70,000, a fixed price that includes the total cost of personnel and other than personnel costs (such as travel and materials costs). Since this is a fixed-price contract, Metis assures that it will provide a level of effort that is reasonable and necessary to produce deliverables that are acceptable in form and content to FCPS. The cost will be invoiced and paid in three payments in, as outlined in the following table.

Table 2: Payment Schedule, Year 1 (November 2024 – September 2025)

Payment Schedule	Date	Amount
Initial payment	Upon signing contract (November 15, 2024)	\$20,000
Second payment	May 15, 2025	\$25,000
Final payment	September 30, 2025	\$25,000