

ACTION ITEM

Date: February 24, 2020

To: Dr. Kari Cremescoli
Superintendent

From: Dr. Kristin Swanson
Administrator for Student Services

Subject: Approve the Contract with Atlantic Research Partners for Special Education and Response to Intervention (RtI) Evaluation

PROPOSED ACTION BY THE BOARD OF EDUCATION

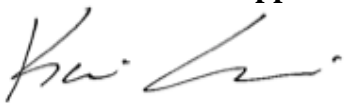
Motion to approve the contract with Atlantic Research Partners for Special Education and Response to Intervention (RtI) evaluation.

BACKGROUND

Wilmette Public Schools District 39 has a strong commitment to excellence. In keeping with this focus, the District submitted a Request for Proposals (RFP) for a comprehensive program review and evaluation of the District's special education and response to intervention systems. The RFP was issued to identify a firm qualified to provide a comprehensive evaluation of the operational functioning of the Department and its programs and systems, opportunities for enhancement of services, and allocation of resources for MTSS and Special Education. Proposals were received from the following organizations: Atlantic Research Partners, DMGroup, WestEd Professional Services, and Educational Consulting and Program Management Firm.

All four proposals were reviewed and reference checks were completed. Interviews were conducted with two of the firms, Atlantic Research Partners and DMGroup. Atlantic Research Partners was identified as being the best organization to provide an evaluation of our response to intervention and student services systems. The interview committee felt that the process shared by Atlantic Research Partners was most aligned with our needs. Specifically, Atlantic Research Partners will develop a deep understanding of the current processes and procedures within District 39, and work collaboratively with the District to identify a plan for sustained excellence. Pending BOE approval, the audit will begin in late February 2020 and conclude June 2020. The cost for the Evaluation will be \$71,112.

Recommended for approval by the Board of Education,



Dr. Kari Cremascoli, Superintendent



AGREEMENT FOR SPECIAL EDUCATION AND RTI EVALUATION

Wilmette Public Schools District 39

February 28, 2020

Thank you for this opportunity to support the work that you and your colleagues are doing on behalf of the children and the educators within Wilmette Public Schools District 39. This Agreement has been prepared by Atlantic Research Partners (“ARP”) for Wilmette Public Schools District 39 (“Wilmette”) and is designed to provide a program evaluation of special education and RtI services and structure in between March 2020 and June 2020 onsite at Wilmette.

Founded in 2007, our practice, coupled with deep research and analysis within each school district we serve, confirms something fundamental: there is no one-size-fits-all solution to accelerate student achievement and develop sustainability within our schools. Together, with the District’s team, we craft strategies to meet the needs of each specific site; strategies based on research-established methodologies proven to affect school culture and student academic performance.

Statement of Need

Wilmette seeks to have a thorough and complete analysis of the special education and RtI services, structure, and practices at Wilmette, as defined in its RFP. In brief, the desire is to gather evidence and evaluate current IEP development procedures, documentation, and implementation, as well as measure compliance with IDEA regulations and instructional observations for teaching quality in special education classrooms. ARP will provide this evaluation by onsite analysis of current practices, staff interviews, parent interviews, comparison of existing practices to best (research-established) practices in special education and special education leadership, and report on strengths and areas of needed improvement to accelerate academic achievement and comply with all legal requirements for special education in the school. The entire proposed evaluation framework is contained in Appendix A.

Program Evaluation Methodology

ARP provides systematic, thorough and comprehensive evaluations of programs, systems, and personnel; this initial site-specific process establishes baseline data upon which ARP analysis, determinations and ultimate recommendations are based. Determinations are rendered solely upon the basis of validated and documented evidence, and in accordance with clearly articulated criteria. Further, ARP identifies educational standards achieved and not achieved at the school site, and provides detailed strategies for leadership on implementing critical changes within the special education department; changes specific to identifiable needs and deeply focused upon IDEA compliance and student academic performance.

Crucial to ARP’s value is the collaborative involvement of leaders and teachers themselves at the building level. Longitudinal studies by ARP and efficacy researchers nationwide establish that effective interventions and sustainable change occur only if those affected by the interventions “own” and participate in implementation. Consequently, ARP maintains a rigorous focus on collaboration, professionalism, respectfulness and sensitivity in all of its school improvement work, including the program evaluation process. Issues are explored and probed *with* stakeholders—not independently or in isolation. High standards and high expectations are not compromised by collaboration; instead, opportunities for sustained growth are data-proven to be enhanced.

The ARP program evaluation process provides the school and district with verbal and written feedback that is clear, easily understood and—most importantly—constructive. The program evaluation process

itself is divided into three phases: Pre-Evaluation, Site Work, and Post-Evaluation.

Phase One – Pre-Evaluation: During the Pre-Evaluation phase, the ARP gathers information from multiple sources including school and district level leaders and the teams that support the special education mission. Additionally, the team analyzes a comprehensive range of statistics and information including achievement, referral, placement, attendance and discipline data. Much of the information gathered from the local school district is through electronic records, district documentation, district policies, and discussions with district personnel. All school data are analyzed to identify trends and also compared to local and state averages.

Phase Two – Program Evaluation Site Work: The district site work gives the program evaluators the opportunity to begin to get to know the special education team, the school staff and the support staff. From this site work, the program evaluators formulate hypotheses about the school that are tested during the program evaluation. The evaluators have daily contact with the building leadership, district office, and/or Special Education Department. The site work provides opportunities for clarification on evidence gathered and discussion of any concerns. It also provides the special education team an opportunity to present further data and clarify existing information. If necessary, additional evidence from district support personnel may also be sought.

Phase Three – Post-Evaluation: The program evaluators write a summary of the findings and includes strengths and the points for improvement identified at the end of the program evaluation process. The results are reported back to the district. If requested, together the school/school district and members of ARP prepare an action plan that addresses the next steps identified in the report. This action plan can be integrated with the district’s Special Education achievement plan.

In accordance with our discussions, we are pleased to provide you with the following agreement for special education program evaluation.

1. Scope-of-Work and Project Schedule.

Scope of Work

Please see the entire proposed evaluation framework in Appendix A, which is ARP’s response to Wilmette’s RFP. ARP will perform the following for Wilmette:

Special Education Program Evaluation

Objectives:

- Dispatch ARP special education experts to conduct observation of ongoing special education instruction, and to conduct interviews of specified school and/or district employees to gather anecdotal and supplementary information relating to current practices and experience
- Analyze all current protocols and practices governing delivery of special education services at Wilmette (analysis provided by ARP education experts)
- Analyze all applicable special education student data, with appropriate safeguards to protect personally-

<p>identifiable information</p> <ul style="list-style-type: none"> ➤ Review and analyze existing practices and their relationship to compliance with federal and state mandates ➤ Review and analyze school Response to Intervention (“RtI”) policies, practices, and protocols
<p><u>Deliverable(s):</u></p> <ul style="list-style-type: none"> ➤ On the basis of data collected and evaluated, compile and deliver an executive summary-style report that identifies each component of the program evaluation, the findings relating to each component, and both immediate and long-term recommendations on the basis of the findings, as well as building-level reports for each of the six (6) school buildings in Wilmette.
<p>Cost: \$71,112 Includes implementation support, planning and travel costs</p>

Wilmette agrees to perform the following:

- Assign a point-person to schedule, arrange, and assist ARP with the logistics and completion of the special education program evaluation.
- Prepare and timely deliver data and other information requests made by ARP related to this project.
- Allow and make the necessary arrangements for relevant teachers and other staff members to participate in interviews, data collection, and other supports.

Special Education Program Evaluation Project Schedule

Description	Estimated Time	Duration
Initial Kick-Off Meeting with Wilmette Leadership Team and Staff	One (1) Onsite Day	Week of February 10, 2020 (specific dates TBD)
Phase One: Pre-Evaluation	Approximately Two (2) Weeks	March 2020 (specific dates TBD)

Phase Two: Program Evaluation Site Work – Mikaelian Education Center (overall special education program evaluation)	Three (3) Onsite Days	March 2020 (dates TBD)
Phase Two: Program Evaluation Site Work – Central Elementary School	Three (3) Onsite Days	March 2020 (dates TBD)
Phase Two: Program Evaluation Site Work – Harper Elementary School	Three (3) Onsite Days	March/April 2020 (dates TBD)
Phase Two: Program Evaluation Site Work – McKenzie Elementary School	Three (3) Onsite Days	April 2020 (dates TBD)
Phase Two: Program Evaluation Site Work – Romona Elementary School	Three (3) Onsite Days	April 2020 (dates TBD)
Phase Two: Program Evaluation Site Work – Highcrest Middle School	Three (3) Onsite Days	April 2020 (dates TBD)

Phase Two: Program Evaluation Site Work – Wilmette Junior High School	Three (3) Onsite Days	May 2020 (dates TBD)
Wrap Up Meeting with Wilmette Leadership and Staff	One (1) Onsite Day	May 2020 (dates TBD)
Phase Three: Post-Evaluation	Approximately Two (2) Weeks	May 2020 (specific dates TBD)
Final Presentation to the Board of Education	One (1) Onsite Day	May 2020 or June 2020 Board Meeting (or special meeting called for presentation)

2. Fees and Expenses.

(a) **Fees.** Wilmette shall pay ARP fees in accordance with one of the following choices (please indicate your choice):

Option 1 : Full payment of \$71,112 invoiced prior beginning project deliverables
Option 2: One initial payment of \$35,556 (50% of total cost) at the beginning of the engagement, and equal monthly payments for the remainder agreement as follows: <ul style="list-style-type: none"> • April 2020: \$11,852 • May 2020: \$11,852 • June 2020: \$11,852

ARP shall invoice Wilmette for all fees, and the district shall provide payment to ARP within thirty (30) days of receipt of such invoice. The total engagement fee for these services is **\$71,112**.

- (b) **Expenses.** ARP will cover all travel and other related expenses to complete the engagement.
- (c) **Statutory Deductions.** ARP shall be paid without applicable statutory deductions, including but not limited to, deductions in respect of income tax, pension, employment insurance, workplace health and safety, and health tax. ARP shall be solely responsible for the remittance of monies to the appropriate government bodies as necessary.

3. Ownership and Use of Deliverables.

- (a) **Ownership of Deliverables.** "Deliverables" shall mean those referenced in Section 1 above. Upon payment of fees, Wilmette shall own all rights, title and interest to the Deliverables.
- (b) **Use of Deliverables.** The parties acknowledge and agree that Wilmette shall utilize the Deliverables solely for the business of the district.
- (c) **Personal Information.** To the extent that the Deliverables and any elements of the information contained therein contain personal information, the collection, use, retention or disclosure of which is subject to all federal and state laws.

4. Term.

ARP's services shall commence on the date on which this document is executed by the parties. The agreement will be in effect from the start date until the services are delivered to Wilmette.

5. Termination.

If Wilmette terminates this contract at any time during the term of the agreement, Wilmette shall pay to ARP, (i) any and all outstanding fees attributable to ARP's work, and (ii) \$35,000 termination fee.

6. Carrying out of Services.

ARP shall provide the services in a manner of professional thoroughness and to the standard normally exercised by persons performing work of similar nature. ARP shall comply with all applicable laws and all applicable Wilmette policies and procedures.

7. Governing Law.

This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Illinois and the federal laws of the United States of America.

8. Severability.

In the event any one or more of the provisions contained in this agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9. Legal Relationship.

ARP acknowledges that it is an independent contractor and not an employee, agent, joint venturer or partner of Wilmette. ARP assumes full and sole responsibility for the payment of its state and federal income tax, unemployment insurance, social security, disability insurance and other taxes, fees or costs resulting from compensation under the Agreement.

10. Force Majeure.

If either party is delayed in the performance of the terms of this agreement by acts of God, or public enemies, acts of government, or foreign states, or fires, floods, epidemics, quarantine restrictions, strikes, or by riots, insurrections, wars, pestilence, lightning, earthquakes, cyclones, or by other causes which is wholly beyond the control of the party, then an extension of time to any affected service or deliverable may be granted by the other party. ARP shall not be entitled to any additional compensation on account thereof.

11. Confidentiality.

ARP shall keep secret and confidential, and shall not directly or indirectly use or assist others to use, any confidential information which may be disclosed to ARP by Wilmette by reason of performance of services under this agreement. Such obligations shall not apply to any information which is public knowledge, or any information that is from ARP' repository of professional information arising from ARP' experiences prior to the Term, or from experiences and learning from professional relationships existing or established during the term of this agreement. If either party receives a validly issued judicial or administrative demand requiring disclosure of the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order for such party to take actions as deemed appropriate by that party.

12. Other.

- (a) This document constitutes the entire agreement between the parties with regard to the subject matter dealt with herein, and supersedes and replaces all prior representations, negotiations, undertakings, and agreements, whether oral or written, between the parties with respect to this agreement.
- (b) This agreement may not be modified or amended except in writing executed by the parties hereto.
- (c) This document forms the agreement between the parties, on the terms set forth above, upon its acceptance. Acceptance may be effectuated by the signature of Wilmette’s authorized representative below.
- (d) An electronic copy of a signature on this document shall have the same effect as an original.

If the terms of this Agreement are accepted please have your authorized representative sign the Acceptance Acknowledgement below, as well as fill in the requested information, scan and return the agreement in its entirety to us at tzoellick@atlanticresearchpartners.org. It is understood that a fully executed copy of this document shall have the same effect as an original.

Wilmette Public Schools District 39

By: Dr. Kari Cremascoli

Its: Superintendent

(Signature)

Date: _____

Atlantic Research Partners

By: Todd Zoellick

Its: Chief Engagement Officer

(Signature)

CONFIDENTIALITY/FERPA COMPLIANCE AGREEMENT

This confidentiality/FERPA Compliance Agreement (the "Agreement") is made and entered into by and between Atlantic Research Partners, with its offices at 4809 North Ravenswood Avenue, #323, Chicago, Illinois 60640 and Wilmette Public Schools District 39 ("District"), a school district with its central office at 615 Locust, Wilmette, Illinois 60091.

In consideration of the mutual promises and covenants herein provided, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Atlantic Research Partners and the District agree as follows:

1. Atlantic Research Partners acknowledges that in providing its services, it, its agents and employees may have access to and may become acquainted with the following:
 - a. Personally identifiable information of students or employees of the District, including but not limited to records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.
 - b. Information, records and specifications owned or licensed by the District and/or used by the District in connection with the operation of the District's schools.
2. Atlantic Research Partners agrees that it, including each of its employees and agents, will hold in strictest confidence, and not disclose any of the information described above, directly or indirectly, or use any of it in any manner, either during the time Atlantic Research Partners services are provided to the District or any time thereafter, except as required and authorized by the District.
3. Atlantic Research Partners shall not retain any copy of the information described in Paragraph 1 above at any time without the District's prior written permission. Upon the end of Atlantic Research Partners' services, or whenever requested by the District, Atlantic Research Partners shall immediately deliver to the District all such files, records, documents, specifications, and other information described in Paragraph 1 above in its possession or under its control.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of conflicts of laws, and venue shall be in Cook County, Illinois.

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. An electronic or facsimile copy shall have the same effect as an original.

Wilmette Public Schools District 39

By: Dr. Kari Cremascoli

Its: Superintendent

(Signature)

Date: _____

Atlantic Research Partners

By: Todd Zoellick

Its: Chief Engagement Officer

(Signature)