

**STATE OF ILLINOIS
CONTRACT**

Illinois State Board of Education
IL EMPOWER Approved Learning Partners
22-586SBE-CHFED-B-25846

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

- Yes
- No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

- Yes (IPG Certifications and Disclosures including FORMS B)
- No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
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10. **EXHIBIT A (Scope of Services)**
11. **EXHIBIT B (Pricing)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and

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conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

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VENDOR

Vendor Name: Silver Strong & Associates LLC	Address: 3 Tice Road, Suite 2, Franklin Lakes, NJ 07417
Signature: 	Phone: 201-652-1155
Printed Name: Justin Gilbert	Fax: 201-652-1127
Title: Assistant Director of Content Development	Email: jgilbert@thoughtfulclassroom.com
Date: 01/13/2023	

STATE OF ILLINOIS

Procuring Agency: Illinois State Board of Education	Phone: 217-785-8777
Street Address: 100 North First Street	Fax: 217-782-5727
City, State ZIP: Springfield, Illinois 62777	
Official Signature:	Date:
Printed Name: Dr. Carmen I. Ayala by Regina Toland	
Official's Title: State Superintendent of Education by Director of Fiscal Support Services	
Legal Signature:	Date:
Legal Printed Name: Jeremy D. Duffy	
Legal's Title: Legal Officer	
Fiscal Signature:	Date:
Fiscal's Printed Name: Jason Perry	
Fiscal's Title: Supervisor- Fiscal Support Services	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #:
- Project Title:
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.):
- IPB Reference #:
- IPB Publication Date:
- Award Code:
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED: Vendor has been selected as an approved partner (herein referred to as “Vendor”, “Partner” or “Approved Partner”) for IL-EMPOWER, a multi-tiered Statewide System of Support designed to meet the diverse needs of Illinois’ districts and schools relative to effective school improvement practices. Partner is eligible to provide the services and supplies identified herein below and in Exhibit A, which is attached hereto and incorporated herein by reference, to Governmental Units on an as needed basis during the Term of the Agreement for the purposes of providing supports that lead toward school improvement. “Governmental Unit” means a public school district in a geographical territory governed by a school board, which has the powers conferred to it by the General Assembly. A public school district may also be referred to as an LEA throughout this solicitation. The supplies or services subject to this Agreement shall be distributed or rendered directly to each Governmental Unit.

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.2. MILESTONES AND DELIVERABLES: Vendors will design and customize professional services to flexibly meet the school-level needs of schools in improvement status in those categories in which approval was Available services include the following Table 3.

Table 3. Content Expertise & Service Types

<i>Continuous Improvement</i>
Leading School Improvement for Principals
Leading School Improvement for Superintendents
Leading School Improvement for Teachers
<i>Culture and Climate</i>
Safe and Engaging School Learning Communities
Restorative Practices
Classroom Environment
<i>Shared Leadership</i>
Stakeholder Engagement (e.g., teachers, parents, students, school and district administrators, community representatives)
<i>Governance, Management, and Operations</i>
Change Management
<i>Educator & Employee Quality</i>
Professional Learning Opportunities for Professional and Paraprofessional Staff
Instructional Coaching for Professional and Paraprofessional Staff
Instructional Practices for Teachers

Instructional Coaching for Teachers

Instructional Practices for Teachers of Children with Disabilities

Instructional Coaching for Teachers of Children with Disabilities

Instructional Practices for Teachers of English Learners

Instructional Coaching for Teachers of English Learners

Family and Community Engagement

Effective Communications with Families

Effective Family Engagement Practices

Student and Learning Development

Developing and Implementing Standards-Aligned Curriculum

1. Vendor's services provide specialized attention to the following student groups:

2. Vendor's services are targeted to the following audience(s):

- Regular Education Teachers
- Special Education Teachers
- Bilingual Teachers
- Principals
- Superintendents
- Other School-Level Administrators
- Other District-Level Administrators

3. The following grade bands can be served by the Vendor's services:

- Early Childhood
- Elementary
- Middle
- Secondary

4. The following types of school improvement goals can be addressed by the Vendor's proposed services:

- Academic
 - English Language Arts
 - Mathematics
 - Science
 - Technology and Engineering
 - Social Sciences
 - Fine Arts
 - Physical Education and Health
 - World Languages
- School Quality/Student Success
 - Chronic Absenteeism
 - Graduation Rate

5. Vendor's services are delivered in the following formats:

- Remote
- In-Person
- Hybrid (i.e., both)

6. Vendor's services are available in the following [region\(s\) of the State:](#)

- Region 1. Northeast
- Region 2. Northwest
- Region 3. West Central
- Region 4. East Central
- Region 5. Southwest
- Region 6. Southeast

1.3. VENDOR / STAFF SPECIFICATIONS: Vendor's services are delivered by the highest-qualified experts. Key personnel including presenters, facilitators, instructional coaches, and mentors possess demonstrated successful experience in their respective content areas such as teacher leaders, building principals, district administrators, or other credentialed professionals commensurate to their content-area expertise, their focus audience, and the outcome goals of the services being provided. All key personnel are expected to meet the highest qualifications standards. Key personnel include program decision-makers and other employees and subcontractors who serve in various roles such as administrators, coordinators, presenters, facilitators, coaches, and mentors. All key personnel must have qualifications commensurate to the work required.

1.4. TRANSPORTATION AND DELIVERY: N/A

1.5. SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? Yes No

1.5.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from

the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: United States

Value of services performed at this location: 100%

2. PRICING

- 2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.
- 2.2 EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.
- 2.3 DISCOUNT:** The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice.
- 2.4 VENDOR'S PRICING:** The pricing included in Exhibit B of this Agreement is the maximum amount Vendor may charge a Governmental Unit for the Services. Vendors may provide services at or below proposed rates but may not exceed maximum amounts included herein. Vendors may charge only for providing direct services to LEA and school personnel and cannot charge for time spent on researching and developing products and services or for preparing to deliver services. As such, the hourly rates must incorporate all preparation time as part of the hourly rate of delivering direct services to LEAs and their schools. The hourly rates proposed do not include any travel expenses. Travel expenses are an allowable cost/expense/use of school improvement grant funds that districts can use to pay for approved learning partner services; however, travel expenses are subject to approval by each local district and subject to local district travel reimbursement payment rules and regulations and the State of Illinois' travel regulations. Any such travel expenses are limited to lodging and transportation and must be reasonable and in accordance with the current State of Illinois Governor's Travel Control Board Guide for State Employees.

Vendor shall bill each Governmental Unit separately for its actual share of the costs of the supplies or services purchased. The credit or liability of each Governmental Unit shall remain separate and distinct. Disputes between the Vendor and the Governmental Unit shall be resolved between the affected parties. ISBE will not make any payments to the Partner, nor will ISBE reimburse the Partner for any expenses. Partner approval may be revoked if the Partner fails to comply with the pricing terms included in this Agreement.

2.4.1. Vendor's Price for the Initial Term: The Pricing is set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: N/A.

2.4.2.2 Vendor's Price for Renewal(s): N/A

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract, and the term of Partner's approval as an IL-EMPOWER Partner, has an initial term of July 1, 2022 or upon execution, whichever is later, to June 30, 2027. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of zero (0) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure

the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice the Governmental Unit directly at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP:

4.9.1 Definitions.

- a. "Custom Work Product" means the resulting materials, products, data, or other items created by the Vendor on behalf of ISBE or a Governmental Unit, or in furtherance of the Services hereunder.
- b. "Embedded IP" means any pre-existing intellectual property owned by the Vendor or by any third party and incorporated or embedded into the Custom Work Product.
- c. "Generic Components" means the software/programming tools developed generally by the Vendor to support the Custom Work Product and which (a) can be used in Web sites and systems other than the Custom Work Product developed hereunder, and (b) can be used completely free of the Custom Work Product and (c) do not embody or convey the look and feel of the Custom Work Product developed hereunder.

4.9.2 Ownership of Custom Work Product. The Vendor expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by the Governmental Unit it contracted with, and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to that Governmental Unit. The Vendor shall sign such documentation as may be reasonably requested by the Governmental Unit to insure that title to the Custom Work Product is vested in the Governmental Unit. If by operation of law any of the Custom Work Product, including all related intellectual property rights, is not owned in its entirety by the Governmental Unit automatically upon creation thereof, the Vendor agrees to assign, and hereby assigns to the Governmental Unit and its designees the ownership of such

Custom Work Product, including all related intellectual property rights. ISBE hereby retains an irrevocable, paid-up, world-wide, perpetual, nonexclusive license to use the Custom Work Product.

4.9.3 License to Embedded IP. Except as otherwise specifically set forth in the Agreement, (i) the Agreement conveys no ownership rights to ISBE or the Governmental Unit or the with respect to Embedded IP, and (ii) ISBE and the Governmental Unit is granted a paid-up, world-wide, perpetual, nonexclusive license to use the Embedded IP strictly as an integral part of, and in conjunction with, ISBE's use of the Custom Work Product and for no other purpose.

4.9.4 Ownership of Generic Components. The Governmental Unit shall own all rights, title and interest to any Generic Components to the Custom Work Product. The Vendor expressly acknowledges and agrees that all such Generic Components constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by the Governmental Unit it contracted with, and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in the Generic Components to the Governmental Unit. The Vendor shall sign such documentation as may be reasonably requested by the Governmental Unit to insure that title to the Generic Components is vested in the Governmental Unit. If by operation of law any of the Generic Components, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Vendor agrees to assign, and hereby assigns to the Governmental Unit and its designees the ownership of such Generic Components, including all related intellectual property rights.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State

agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.20 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.21 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.22 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

4.23 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.24 WARRANTIES FOR SUPPLIES AND SERVICES:

4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses,

costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

- Agency Definitions

“Chief Procurement Officer” means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

“Governmental unit” means a public school district in a geographical territory governed by a school board, which has the powers conferred to it by the General Assembly. A public school district may also be referred to as an LEA throughout this solicitation.

- Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

[Click here to enter text.](#)

- Agency Specific Terms and Conditions

Exceptions to SECTION 4 are as follows:

4.3: Current paragraph states “For purposes of this Section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.” Please note that definition of “subcontractors” applies to the entirety of the contract.

4.9: In addition to the provisions contained therein, the vendor agrees to sign such documentation that may be reasonably requested by the State to insure that title is vested in the State.

4.10: The following provision is DELETED from the contract: “Neither Party shall be liable for incidental, special, consequential or punitive damages.”

4.11: In addition to the provisions contained therein, the Vendor agrees to provide: (d) a Professional Liability Insurance Policy with a limit of liability not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder

such as, but not limited to: systems analysis, system design, programming, data processing, consulting, system integration and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Vendor's indemnification agreements in favor of ISBE, shall be written on a "claims made" basis and must be maintained for a period of not less than three (3) years following the date of final payment to the Vendor for all such Services; (e) a Cyber Liability insurance Policy with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate covering claims involving privacy violations, information theft, failure of computer security, wrongful release of personal information, damage to or destruction of electronic information, and failure to prevent transmission of malicious code, including expenses for notification as required by local, state or federal guidelines. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or secure a 2-year extended reporting provision. The Vendor shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Vendor hereunder. Insurance shall not limit Vendor's obligation to indemnify, defend or settle any claims.

Additions to SECTION 4:

4.27. **PERFORMANCE OF THE SERVICES.** The Vendor shall perform the Services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards, and (iii) in accordance with the schedule of deliverables set forth in the Proposal. The Vendor, and any subcontractors retained by the Vendor to perform Services under this Contract, shall not discuss the Services it is providing hereunder or engage in any public relations activities, including but not limited to, engaging the news media with regard to the Services, unless specifically requested or allowed to do so by ISBE. The Vendor shall provide all personnel, materials and equipment necessary to undertake the Services and to fulfill the purposes of this contract. The Vendor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this contract. Neither the Vendor nor its personnel or subcontractors shall be considered agents or employees of the Agency or the State.

4.28. **VENDOR DEFAULT:** The occurrence of any one or more of the following matters constitutes a default by the Vendor under this contract (a "Vendor Default"):

4.28.1. The Vendor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;

4.28.1.1. The Vendor shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or of the Vendor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Vendor or for all or any part of the Vendor's property;

4.28.1.2. Any case, proceeding or other action against the Vendor shall be commenced (a) seeking to have an order for relief entered against the Vendor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or the Vendor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Vendor or for all or any part of the Vendor's property;

4.28.1.3. The breach of any representation, certification or warranty made by the Vendor herein or the Vendor's failure to comply with any provision of this contract; or

4.28.1.4. The Vendor's attempts to assign, convey or transfer this contract or any interest herein without the Agency's prior written consent.

4.28.2. Upon the occurrence of a Vendor Default, the Agency may, without prejudice to any other right or remedy it may have under this contract or at law and/or in equity, terminate the contract and/or the Vendor's right to perform Services under this contract. In either such case, the Agency may finish the Services by whatever method it may deem expedient. Any damages incurred by the Agency as a result of any such Vendor Default shall be borne by the Vendor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to the Agency by the Vendor upon demand.

4.28.3 **LIQUIDATED DAMAGES.** The late delivery or untimely performance of the Services required under this Agreement by the Vendor will cause irreparable harm to the Agency in light of its obligations under state and federal law. As a result, the Agency shall have the right to assess liquidated damages as set forth in this Subsection if the Vendor fails to meet any of the following deliverable dates in accordance with the schedule for deliverables set forth in the Agreement:

4.28.3.1. If Vendor fails to meet any of the foregoing deliverable dates, the Vendor shall pay to the Agency liquidated damages of \$500.00 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided, however, that no liquidated damages will be assessed during the time after delivery by Vendor and while still under review by the Agency. Said amount is a good faith estimate of damages based on average salary, staff commitment and time allocation, to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout the Agency. The parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. The Agency may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent the Agency from claiming damages for subsequent failures to meet the time schedule.

4.29. **STUDENT RECORDS.** The Vendor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), the Illinois School Student Records Act

(ISSRA) (105 ILCS 10/1 et seq.), and the Student Online Personal Protection Act (SOPPA) (105 ILCS 85/1), regarding the confidentiality of student “education records” as defined in FERPA and “school student records” as defined in ISSRA, and “covered information” as defined in SOPPA. Any use of information contained in student education records to be released must be approved by the Agency. To protect the confidentiality of student education records, the Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the Vendor’s possession shall be returned when no longer needed for the purposes for which they were provided, or at the Agency’s request, they shall be permanently destroyed, and the Vendor shall provide written confirmation upon the destruction of student records. Student records shall not be archived, stored or retained in any manner and shall not be retained for any period longer than the Term of the contract.

4.30. **REPORTING.** During the Term, the Vendor will provide monthly progress reports due to the Agency on the 1st of each month. The Vendor will also provide a listing of the Services completed as an accompaniment to all invoices sent to the Agency for payment together with such other supporting documentation as the Agency may reasonably request.

4.31. **KEY PERSONS.** The Parties agree that availability of and performance of Services by, when assigned to perform such Services, Vendor’s staff is key to the satisfactory performance of this contract by the Vendor. The Vendor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the Agency project manager except as follows:

- a. The Agency may request at any time the removal of (and the Vendor will remove) any individual performing Services if the Agency reasonably believes that individual is not qualified to perform the Services or tasks required of that individual.
- b. Should any of the said key individuals cease employment with the Vendor during the Term or become unavailable to perform the work assigned to them, the Vendor shall immediately notify the Agency in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Vendor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Vendor’s performance of this contract.

4.32. **WEBSITE INCORPORATION.** The Agency expressly states that it will not be bound by any content on the Vendor’s website, even if the Vendor’s documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Agency has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of the Agency.

4.33. **GENERAL PROVISIONS.**

4.33.1 **Entirety.** This contract constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The intent of the contract is to include items and services necessary for the proper execution and completion of the Services by the Vendor, including, without limitation, all such items and

services which are consistent with, contemplated by, or reasonably inferable from the contract, whether or not such items and services are specifically mentioned herein.

4.33.2 Certifications and Assurances.

4.33.2.1 The Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-1-75) and all of the terms, conditions and provisions of those Sections apply to this contract the same as though they were incorporated and included herein.

4.33.2.2 Vendor certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this contract.

4.33.3 Counterparts. This contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Signatures received by facsimile or signatures contained in a Portable Document Format (PDF) by any of the Parties shall have the same effect as original signatures.

4.33.4 Cumulative Rights. Except as otherwise provided in this contract, rights and remedies available to the Agency and/or the Vendor as set forth in this contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to the Agency and/or the Vendor in any provision of this contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

4.33.5 Amendment. This agreement may only be amended in writing signed by both Parties.

4.33.6 Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be not affected.

4.33.7 Return of Property. Upon termination or expiration of the Term or at ISBE's request, the Vendor shall immediately return all property to ISBE.

4.33.8 Stevens Amendment. Vendor will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved. Approximately 0% of funds for the initial contract period will be from federal sources.

4.33.9 Internal Controls. If applicable and upon request, the Vendor shall provide the Agency, at no cost, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most recent audited internal control documents, including but not limited to Service Organization Control (“SOC”), SSAE 16, and SSAE 18 reports, which shall include the attestation of the company’s independent registered accounting firm regarding the company’s internal control over financial reporting.

4.34. STUDENT DATA PROVISIONS:

4.34.1 In the delivery of the Services the Vendor may have access to information, including individually identifiable information, on students, including prior Illinois students (“Student Data”); educators, including educator licensure and service record data (“Educator Data”); programs; schools or institutions; and districts (collectively “Confidential Data”) necessary for required federal reporting, to audit and evaluate education programs and to perform studies for, or on behalf of, public elementary and secondary schools, all in a manner consistent with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”), the Illinois School Student Records Act (105 ILCS 10/1, et seq.) (“ISSRA”), the Student Online Personal Protection Act (SOPPA) (105 ILCS 85/1), the Illinois Freedom of Information Act (5 ILCS 140)(“FOIA”), the Privacy Act of 1974, 5 U.S.C. § 552a, and other applicable laws.

4.34.2 The Confidential Data are and at all times will remain the sole property of ISBE. ISBE retains all right, title and interest in and to the Confidential Data and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents, and other similar proprietary rights therein).

4.34.3 The term "individually identifiable information" means information that is identifiable to a particular individual, program, classroom, school, institution or district, including but not limited to the following: (a) a first and last name; (b) a home or other physical address, including street name and name of a city, town, or county; (c) an e-mail address; (d) a telephone number; (e) a social security, employer identification, student identification number, or biometric record; (f) test scores; or (g) clinical information, including any questionnaires, notes, or other documentation. Also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty (34 C.F.R. § 99.3).

4.34.4 De-identified data” means data that does not identify a particular individual, program, classroom, school, institution or district and with respect to which there is no reasonable basis to believe the data can be used to identify a particular individual, program, classroom, school, institution or district. Personally identifiable information (“PII”) has been removed or obscured from the data in a way that minimizes the risk of unintended disclosure of the identity of individuals, programs, classrooms, schools, institutions or districts and information about them. (34 CFR § 99.31(b)(1)).

4.34.5 Vendor must ensure that any third-party Vendor of the Confidential Data working under or in collaboration with Vendor agrees by contractual terms to the provisions of this

Agreement for the sharing, disclosure, re-disclosure, use, maintenance, security and destruction of the Confidential Data.

4.34.6 Injunctive Relief. Vendor agrees that an impending or existing violation of any provision of this Agreement would cause ISBE irreparable injury for which it would have no adequate remedy at law and that ISBE shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

4.34.7 Data Access, Use and Security.

4.34.7.1 Restrictions on Vendor. The data access, use, and security restrictions set forth in this Section shall apply to the receipt, use, disclosure, and maintenance of Confidential Data by Vendor. Vendor agrees to the following:

A. Confidential Data may only be used for the purpose or purposes authorized pursuant to this Agreement.

B. Vendor will comply with all applicable laws, materials, regulations and all other State and Federal requirements with respect to the protection of privacy, security and dissemination of the shared data including but not limited to the relevant requirements of: including but not limited to the relevant requirements of: the Social Security Act (42 U.S.C. §§1320d-2 through 1320d-7); U.S.C. section 552(A)(Privacy Act of 1974, Public Law 93-579); Identity Protection Act (5 ILCS 179/1 et. seq.), FOIA (5 ILCS 140/7(1)(c); and PERA (105 ILCS 5/24A-7.1).

C. Vendor will comply with the relevant requirements of FERPA (20 U.S.C. § 1232g) and ISSRA (105 ILCS 10/1 et seq.), regarding the confidentiality of Student Data, and specifically “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

D. Vendor shall abide by and be bound by the requirements of the U.S. Department of Education, Family Policy Compliance Office’s Guidance for Reasonable Methods and Written Agreements issued pursuant to the requirements of the Family Educational Rights and Privacy Act (“Guidance”). The Guidance is available at: http://www2.ed.gov/policy/gen/guid/fpco/pdf/reasonablemtd_agreement.pdf

E. Vendor will comply with PERA’s confidentiality requirements regarding individual educator information (105 ILCS 5/24A-1 et seq.). The disclosure of educator or public school teacher, principal and superintendent

performance evaluations is expressly prohibited under Section 24A-7.1 (105 ILCS 5/24A-7.1). Vendor will ensure that results from any analysis or evaluation of educator data will be published in a manner that protects the privacy and confidentiality of the individuals involved and that no educator, teacher or administrator can be personally identified from publicly reported aggregate data (Section 24A-20(a)(1)).

F. Vendor will follow ISBE's confidentiality requirements for all ISBE data, pursuant to the Data Processing Confidentiality Act (30 ILCS 585/0.01 et seq.). Information obtained from any individual shall comply with the following terms and conditions, which include, but are not limited to:

- Be confidential;
- Not be published or open to public inspection;
- Not be used directly in any court in any pending action or proceeding; and
- Not be admissible in evidence in any action or proceeding.

All records and other information maintained by ISBE regarding any person are confidential and shall be protected from unauthorized use and/or disclosure under this Agreement. Any dissemination or use of the Confidential Data for other than the primary purpose of this Agreement without the express written authority of ISBE is specifically prohibited. Confidential Data released under this Agreement are solely for the use of Vendor and are to be used only for the specific purposes as described in the Specifications.

G. In the event that any Confidential Data is required to be disclosed in response to a valid order of a court of competent jurisdiction or other governmental body of the United States or any political subdivisions thereof, Vendor shall first (a) notify ISBE of the order and provide a complete copy of such order to ISBE and (b) permit ISBE to seek an appropriate protective order. Vendor shall fully cooperate with ISBE if ISBE wishes to apply to such court for a protective order. Vendor shall only disclose the Confidential Data to the extent necessary and for the purposes of the court or other governmental body. Furthermore, Vendor must comply with the notice requirements of FERPA (34 C.F.R. § 99.31(a)(9)(ii) when and if it is required to disclose any Student Data in accordance with a lawfully issued subpoena or court order. 34 C.F.R. § 99.33(b)(2).

H. Vendor must create and maintain a record of any disclosure of Confidential Data made to any other person or entity pursuant to this Agreement. The record of disclosure must record the name of any additional person or organization receiving the Confidential Data and their legitimate interest under 34 C.F.R. § 99.31 in requesting or obtaining the Confidential Data. The record must also describe the Confidential Data included within the disclosure by class, school, district, or other appropriate grouping. Upon ISBE's request, Vendor must provide a copy of the record of further disclosures to ISBE. 34 C.F.R. § 99.32(b)(2)(i) and (ii).

I. Nothing in this Agreement may be construed to allow Vendor to maintain, use, disclose, or share the Confidential Data in a manner not allowed by State or federal law or regulation, including but not limited to FERPA (20 U.S.C. § 1232g) and ISSRA (105 ILCS 10/1, et seq.).

J. Vendor will not share Confidential Data with anyone, except those employees, contractors, subcontractors and agents of Vendor with a legitimate interest in the Confidential Data for Audit, Evaluation, or Research and the relevant requirements of 34 C.F.R. § 99.32(a) applicable to the Confidential Data.

K. Vendor will instruct all persons having access to Confidential Data on the use and confidentiality restrictions set forth in this Agreement and sanctions for unauthorized disclosure and shall require all employees, contractors, subcontractors, or agents of any kind to undertake the same obligations as Vendor hereunder and comply with all applicable provisions of FERPA and other State and federal laws with respect to the Confidential Data. Vendor shall produce a written acknowledgement from all such persons verifying that the instruction required under this Section has occurred.

L. Vendor will not disclose any individually identifiable information or Confidential Data under this Agreement in a manner which could identify an individual student, person, program, school, institution, or district except as authorized by ISBE and applicable law. Disclosure includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R Part 99), or individual identification of a person, program, school, institution, or district; and includes, de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

M. Vendor may not re-disclose Student Data to any other person or entity unless permitted or required by law and approved in advance under an amendment to this Agreement. Re-disclosure of Student Data includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R. Part 99); and includes, de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

N. Vendor will apply data disclosure avoidance techniques such as cell suppression, complementary suppression, blurring and perturbation as appropriate, in order to further minimize re-identification risks associated with possible future efforts to compare and link the Confidential Data with other data sets. Care will be taken when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts cannot be found through the use of available percentages or data in other related tables or sources. Data users will refer to the best practices outlined by the National Center for Education Statistics Statewide Longitudinal Data Systems in Technical Brief 3, "Statistical Methods for Protecting Personally Identifiable Information in Aggregate Reporting" (NCES 2011-603), to minimize, to the greatest extent possible, the risk that individuals could be identified. Furthermore, Vendor agrees not to attempt to re-identify de-identified Confidential Data and not to transfer de-identified Confidential Data to any Authorizer User unless that Authorized User agrees not to attempt re-identification.

O. Vendor certifies that it has the capacity to restrict access to the Confidential Data and maintain the security of electronic information, as more fully set forth below. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of, ISBE. Vendor acknowledges that the use of unsecured telecommunications, including the Internet or email, to transmit individually identifiable or deducible information derived from this Agreement is strictly prohibited.

P. Vendor agrees that all data transferred pursuant to this agreement will be through encrypted transmission mechanisms. These may include but not be limited to secure FTP or web sites using SSL protocols. These measures will be extended by contract to all employees, contractors, subcontractors, or agents that will receive Confidential Data provided by this Agreement and used by Vendor.

Q. Vendor will not provide any of the Confidential Data obtained pursuant to this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under subsections 99.67(c), (d) or (e) of Title 34 of the Code of Federal Regulations. 34 C.F.R. § 99.67 (c), (d) and (e).

R. Vendor agrees to fully report to ISBE as reasonable practicable, which in no event shall be longer than 48 hours of discovery of any infraction of the confidentiality provisions and any use or disclosure of Confidential Data not authorized by this Agreement or in writing by ISBE. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Confidential Data used or disclosed; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or

disclosure; and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use and/or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by ISBE.

S. Vendor agrees that Confidential Data shall not be archived or sent to a records center.

T. Vendor agrees to secure any and all data received pursuant to this Agreement and agrees to establish, secure and retain records of access and use of all Confidential Data received pursuant to this Agreement. Upon reasonable notice and during normal business hours, Vendor agrees to allow ISBE on-site inspection and access to all relevant data files and servers to verify data security and usage, as well as audit access, throughout the Term of this Agreement and for a period of three (3) years following the end of the Term. The three (3) year period shall be extended for the duration of any audit in progress during the Term. No fees shall be assessed for such access, audit, or review, and Vendor agrees to cooperate with ISBE's reasonable efforts to verify data security and usage.

U. Any breach of the security of any Confidential Data provided to any person or entity under this Agreement shall be subject to the terms and provisions of the Personal Information Protection Act (815 ILCS 530/1, et seq.).

V. Vendor represents and agrees that any and all approvals for the research to be conducted using the Confidential Data, where required by law, from the Vendor or the Vendor's Institutional Review Board ("IRB") have been obtained. ISBE may request a copy of any review completed by Vendor or the Vendor's IRB related to the Confidential Data; and Vendor shall provide ISBE with a copy of the requested review within ten (10) working days of ISBE's written request.

W. Vendor may not assign its obligations under this Agreement, or any part of its interest in this Agreement, without the prior written consent of ISBE. Any assignment made without said consent shall be null and void.

X. Vendor recognizes and agrees that the Confidential Data it obtains under this Agreement is the property of ISBE and shall be disposed of or returned to ISBE within ten (10) days, upon ISBE's request. All Confidential Data received pursuant to this Agreement shall be disposed of upon termination, cancellation, expiration, or other conclusion of this Agreement. Disposal means the return of the Confidential Data to ISBE or destruction of the Confidential Data in a means outlined herein below, as directed by ISBE, including purging of all copies from the Vendor's computer systems. Upon disposal of the Confidential Data, Vendor shall provide ISBE with written certification. Vendor agrees to require all employees, contractors, subcontractors, or agents of any kind to comply with this provision.

4.34.8 Protection of Data

4.34.8.1 All Confidential Data shall be stored in a secure environment physically located in the continental United States with access limited to the least number of staff needed to complete the purpose of this Agreement. Only one complete copy of the Confidential Data is permitted to be maintained by Vendor; however, time-delimited temporary data analysis files may be created. Any temporary data file(s) and subsets of the original data set will be considered Confidential Data and subject to the terms and conditions of this agreement. Vendor agrees to store data on one or more of the following media and protect the data as described:

A. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. If the workstation is located in an unsecured physical location the hard drive must have encryption to protect the Confidential Data in the event the device is stolen.

B. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. Backup copies for DR purposes must be encrypted if recorded to removable media.

C. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized individuals. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

D. Access via remote terminal/workstation over the Public Internet. Vendor must request authorization from ISBE for remote data access at the time of access. Vendor shall ensure safeguards are protocols are in place to secure the receipt and transmission of data.

E. Confidential Data shall not be stored by Vendor on portable devices or media which include but are not limited to laptops, tablets, handhelds/PDAs, Ultramobile PCs, optical discs, CDs, DVDs, Blu-Rays, removable storage and flash memory devices unless specifically requested

by the Vendor and authorized within this Agreement. The request must include methods for encrypting the data, controlling access to the data and physically protecting the device(s) containing the data.

4.34.9 Data Segregation

4.34.9.1 Confidential Data must be segregated or otherwise distinguishable from non- Confidential Data. This is to ensure that when no longer needed by the Vendor, all Confidential Data can be identified for return or destruction. It also aids in determining whether Confidential Data has or may have been compromised in the event of a security breach.

4.34.9.2 Confidential Data shall be stored in one of the following methods:

- A. Confidential Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non- Confidential Data; or
- B. Confidential Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to confidential data; or,
- C. Confidential Data will be stored in a database which will contain no non- Confidential Data; or,
- D. Confidential Data will be stored within a database and will be distinguishable from non- Confidential Data by the value of a specific field or fields within database records; or
- E. When it is not feasible or practical to segregate Confidential Data from non- Confidential Data, then both the confidential data and the non-confidential data with which it is commingled must be protected as described in this Agreement.
- F. If the Vendor or its agents detect a compromise or potential compromise in the IT security for this data such that personal information may have been accessed or disclosed without proper authorization, Vendor shall give notice to ISBE in accordance with this Agreement.

4.34.10 Disposition of Data.

4.34.10.1 Upon termination of the agreement, Vendor shall dispose of the data received along with backup copies and any temporary or permanent work files that contain confidential data and provide written notification of disposal. Failure to do so may prevent data sharing agreements with the organization in the future.

4.34.10.2 Upon the destruction of the confidential data, the Vendor shall verify the disposition, in writing, and submit it to the ISBE authorized representative within fifteen (15) days of the date of disposal.

4.34.10.3 Acceptable destruction methods for various types of media include:

- A. For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
- B. For paper documents containing Confidential Data requiring special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping, or incineration.
- C. If confidential or sensitive information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data Vendor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- D. If confidential or sensitive information has been stored on magnetic tape(s), the data Vendor shall destroy the data by degaussing, incinerating or crosscut shredding.
- E. If data has been stored on server or workstation data hard drives or similar media, the data Vendor shall destroy the data by using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
- F. If data has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data Vendor shall destroy the data by using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

4.34.11. The terms and provisions of this contract shall apply to the use of Confidential Data received by Vendor for so long as Vendor retains the data and shall survive the expiration or earlier termination of this Agreement.

4.35. **COVID-19 PROTECTIONS:** In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

4.36 **JOINT PURCHASING ACT.** Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the resulting contracts for the items in the resulting contracts to all Governmental Units.

4.37. The Chief Procurement Officer for General Services makes this Agreement available to all Governmental Units.

4.37.1. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this Agreement for the items in this Agreement to all Governmental Units.

4.37.2. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

4.37.3. Vendor shall bill each Governmental Unit separately for its actual share of the costs of the supplies or services purchased.

4.37.4. The credit or liability of each Governmental Unit shall remain separate and distinct.

4.37.5. Disputes between vendors and Governmental Units shall be resolved between the affected parties.

4.37.6. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

4.37.7. In the event of any inconsistency or conflict between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

4.37.7.1 This State of Illinois Contract

4.37.7.2 Solicitation for IL-EMPOWER Professional Learning Partners

4.37.7.3 Exhibits A and B

4.37.7.4 Vendor's response to the Solicitation for IL-EMPOWER Professional Learning Partners

Other (describe)

EXHIBIT A (Scope of Services)

EXHIBIT B (Pricing)

Exhibit A – Scope of Work

Silver Strong Associates

D.6.1 | Content Expertise & Service Types

Continuous Improvement (Through a Learning-Cycle Approach)

Silver Strong & Associates has been helping schools improve instruction and raise achievement for nearly fifty years. We have found that the single best way to foster and sustain continuous improvement is through a learning-cycle approach. Learning cycles break professional development up into manageable chunks and provide teachers, principals, and superintendents with the support and coaching needed to lead school improvement efforts and translate professional learning into practice.

Thus, our partnership with an LEA will be built around learning cycles. Each learning cycle will focus on developing specific capacities in the LEA's classrooms, schools, and across the system. Each cycle will begin with data analysis and collaborative planning to establish clear and measurable goals for school improvement. The cycle will then be built and delivered to accomplish these goals by incorporating the agreed-upon elements, such as foundation training for the entire staff, advanced leadership training for school and district leaders, and capacity-building coaching in which a dedicated Thoughtful Classroom coach will work directly and intensively with teachers, principals, and superintendents. Using a learning cycle approach enables our organization to provide customized services and support resources to meet the LEA's needs and goals and respond to emerging challenges. A typical cycle is shown below:

Integral to this way of working is the development of a Professional Learning Community (PLC) culture. With each cycle, the school's core instructional leadership team will receive more advanced training and develop greater expertise in the use of tools, strategies, instructional designs, and techniques to help teachers identify and solve "problems of practice." This instructional leadership team will include administrators and teacher-leaders who serve as the support system that all effective PLCs require.

Culture and Climate (Built on Four Cornerstones)

Our approach to "culture and climate" is known as the Four Cornerstones of Effective Classrooms, and is highlighted in our award-winning *Tools for a Successful A School Year*. By conducting a deep analysis of what makes for an effective learning culture and working with hundreds of educators to convert the research into a simple and practical model, we identified these Four Cornerstones—and devised an essential question for each—to help teachers and schools focus their thinking on how to create the best possible learning environment for all students:

- 1. Establishing Organization, Rules, and Procedures** (Cornerstone One): How can I organize my classroom to enhance learning and establish rules and procedures that clarify expectations?
- 2. Building Positive Relationships** (Cornerstone Two): How can I build meaningful relationships with students and among students to promote learning?
- 3. Increasing Engagement and Enjoyment** (Cornerstone Three): How can I motivate students to do their best work and inspire the love of learning?
- 4. Developing a Culture of Thinking and Learning** (Cornerstone Four): How can I develop a classroom culture that promotes serious learning and sophisticated forms of thinking?

By committing to building and reinforcing these Four Cornerstones in every classroom, the schools

we partner with create more equitable, safer, and more engaging classrooms and school communities. Equally important, these Four Cornerstones ensure that every student learns in a classroom environment dedicated to helping young learners become better and more powerful thinkers.

Shared Leadership (to “Row as One”)

Central to making shared leadership work is a PLC in which administrators, coaches, instructional leaders, and teachers all assume responsibility for better outcomes. One important strategy that we use to help LEAs establish strong, shared leadership is a Learning Club. A Learning Club approach helps leaders communicate and make real the important idea that at our school, we “row as one”—we are all committed to the goal of working together to improve the quality of teaching and learning for students.

To capture a more complete picture of an LEA’s overall learning culture and current level of effectiveness, we help schools gather data and perspectives from all stakeholders using a variety of options, including leader self-assessment guides, teacher feedback forms, student perspective surveys, and parent & community perception surveys.

Governance, Management, and Operations

Our work in leadership focuses primarily on helping school and district leaders improve teaching and learning across the LEA. As part of this work, we offer support in the managerial aspects of effective leadership, particularly the elements of change management and communications.

Educator & Employee Quality

Helping all teachers and leaders become more effective is at the heart of each of our partnerships. Here are three important ways we make this goal real for our partner schools:

- 1. *We are the industry leader in simple, practical instructional tools for teachers.*** We’ve been working with educators for nearly fifty years to develop effective teaching practices (which we call “tools”). These practical tools enable teachers to put the best research on learning to work in their classrooms. **(NOTE: These tools are collected in our award-winning Tools for Today’s Educators series, which is highlighted in section D.6.2 of this response.)** Central to any partnership will be helping the LEA’s team select, learn, and refine the use of those specific tools that directly address their needs and goals.
- 2. *We are experts at providing customized instructional and leadership coaching.*** Our coaches are successful school leaders who know what it’s like to navigate the challenges of school. As you will see in the services we outline below (in section D.6.2), we provide coaching at every organizational level (for teachers, instructional leaders, and school and district administrators). Our coaching can be delivered onsite or online, and is customized to support the goals of the learning cycle and the emerging needs of the LEA.
- 3. *We have helped hundreds of schools improve their evaluation practices.*** We are the developers of two highly regarded evaluation models—the Thoughtful Classroom Teacher Effectiveness Framework (TCTEF) and the Thoughtful Classroom Principal Effectiveness Framework (TCPEF). Beyond framework development, we have worked directly with hundreds of schools using a wide

range of evaluation models to make sure that evaluation is tied to what matters most: professional growth and improved outcomes for students. And just as we have developed practical tools for helping teachers respond to instructional challenges, we have also developed a wide range of tools for helping school and district leaders address the challenges of providing high-quality evaluations.

Family and Community Engagement

We can help our partner schools improve communication and engagement with families. Some of the strategies we use include letters to parents, invitations to the community to see the work in action, and direct assistance to school leaders in crafting community outreach communications. We have also developed a set of family-friendly narrated videos that offer parents and families tips and ideas they can use to support the work their students are doing in school.

Student and Learning Development (with Thoughtful Classroom Tools & Strategies)

Any Thoughtful Classroom initiative is “all about the learning.” No matter the unique goals of and needs or our partners, the top priority is to give teachers and administrators the support they need to develop the thinking and learning capacity of all students.

Most important to this goal of Student Learning Development is our industry-leading position as developers of instructional tools. Collected in our award-winning series, *Tools for Today’s Educators*, our tools build critical thinking and promote deeper learning for all students. Our tools are practical and classroom-ready, meaning that they are easy for teachers at all grade levels and all content areas to integrate into everyday instruction.

Of course, we recognize that different disciplines and teachers of select student populations including teachers of primary students, ELLs, and special-needs students often need additional support and guidance in adapting these tools for their students. We pride ourselves on helping teachers select, modify, and implement tools to address student needs and maximize their impact on student learning.

Thoughtful Classroom partner schools that have used tools to improve the quality of teaching and learning have seen higher levels of teacher satisfaction, greater student engagement, higher test scores among a wide variety of student populations, and higher graduation rates. **(NOTE: To better understand the positive impact that our Thoughtful Classroom approach can have on schools, including schools serving diverse and underserved communities, please see the case studies for Cherokee Bluff MS, Arvin USD, East Syracuse-Minoa CSD, and Children’s Aid College Prep Charter School in section D.4.2 of our Vendor Qualifications response.)**

With well over 200 proprietary tools that cover a wide variety of instructional purposes, we can work with the LEA to select and align tools to all academic disciplines as well as other initiatives, such as PBIS and SEL. For example, *Tools for A Successful School Year* supports the well-established idea that a positive and preventive approach to behavior management leads to better outcomes, and it features classroom tools proven to have a positive impact on student behavior and overall engagement. And as students return to school after the challenge and trauma of the pandemic, they need to feel—more than ever—that they are part of a community of learners.

In addition to instructional tools, we have developed a series of tools to address the challenges of pre-assessment, formative assessment, and summative assessment. These tools are designed to help students monitor and take ownership of their learning while providing teachers with insights and real information about classroom progress. These tools are featured in our *Tools for Thoughtful Assessment*.

(NOTE: For more information on all titles in our Tools for Today’s Educators series, please see section D.6.1 of this response or visit this site: <https://toolsfortodayseducators.com/>)

For schools that are focused on enhancing or revising their curriculum, we work with leaders and teachers to review their current curriculum and ensure that it is aligned to standards and the school improvement plan. We help teachers and their instructional leaders use tools like Learning Window and Student-Friendly Learning Targets to unpack standards and turn them into meaningful goals and content-rich sequences. And we provide educators with direct training and coaching in curriculum writing and instructional design.

D.6.2 | Description of Services & Supporting Resources

The following services and support resources are the key building blocks we will use to establish a successful partnership that creates positive and sustainable change throughout the school. Depending on local conditions and preferences, these services can be provided onsite or online. The number of in-person and virtual hours (or combination of hours) for each service will be determined in collaboration with the leaders of the LEA and aligned with the overall school improvement plan.

Services – Professional Development & Coaching

Needs Assessment, Planning, and Leadership Support

The purpose of this work is to develop a deep understanding of the goals, challenges, and learning culture of the partner LEA. The Thoughtful Classroom team will work collaboratively with the district-level and building-level leadership teams to identify “problems of practice” that are impeding student achievement. The Thoughtful Classroom coach(es) will also work with the leadership teams to identify tools and strategies (from the award-winning Tools for Today’s Educators series and Thoughtful Classroom online professional learning suites) for solving these problems of practice and raising student achievement. During this session, building and district leaders will . . .

- Conduct “Learning Walks” in district schools with the Thoughtful Classroom coach(es).
- Review data and district priorities to ensure that the school improvement plan is fully aligned with the district’s mission/goals and state expectations (as identified by the state’s accountability measures).
- Reach consensus on the problems of practice that should serve as the focus for future professional development sessions.
- Learn the basics of the research-based tools and strategies that will be used to address student needs—and tailored to meet staff needs and district goals.
- Establish a relationship of trust and support with the Thoughtful Classroom coach(es) so that the entire team can better support teachers as they implement new tools and strategies.

Leadership Academy

School leaders are responsible for establishing the norms and providing the support that leads to positive change in teaching and learning. But creating a culture of growth and support is not easy, and, too often, school leaders do not receive the focused learning time needed to develop their craft and improve their culture-building skills. That’s why we propose an “academy” for school leaders to begin the professional development partnership. The learning that takes place during this academy will be

aligned to the LEA’s current priorities; it will enhance already-established initiatives, rather than adding “one more thing” to them. During this academy, building and teacher leaders will . . .

- Reflect on and refine their instructional leadership practices (e.g., classroom observation, teacher feedback, etc.) to ensure that they are both manageable and growth-oriented.
- Learn how to use The Four Cornerstones of Effective Classrooms (and organizations) to increase trust, improve team-building, and establish a culture of positive learning and powerful thinking.
- Learn a set of instructional leadership tools for providing meaningful feedback and helping teachers identify and solve their particular problems of practice.

Kicking Off the Initiative

The purpose of this intensive and highly engaging session is to emphasize the message (“It’s all about the learning”), start to build a common language, get the staff energized and on the same page, lay out the goals and key concepts of the Thoughtful Classroom, and give the staff time to plan and work collaboratively to bring Thoughtful Classroom tools to their classrooms as the partnership begins.

Building Successful Classroom Culture with the Four Cornerstones

Because it is essential to establish the routines and the overall learning culture that will promote high levels of learning in every classroom, this work will place a special focus on how teachers can lay the foundations for long-term success. More specifically, this session will focus on The Four Cornerstones of Effective Classrooms. The entire staff will learn how to . . .

- Establish rules and procedures that promote positive behavior (Cornerstone One).
- Foster meaningful classroom relationships and a strong sense of community (Cornerstone Two).
- Increase student engagement and make learning enjoyable (Cornerstone Three).
- Help students become better learners and more sophisticated thinkers (Cornerstone Four).

Focusing in on Problems of Practice

Additional capacity-building sessions will be customized around particular goals, or “problems of practice” that the LEA would like to focus on as the staff moves deeper with the Thoughtful Classroom.

Curriculum Writing and Instructional Design with the Five Episodes

During these intensive learning and working sessions, the LEA’s entire leadership team—district leaders, building leaders, teacher leaders, and coaches—will

- Examine exemplary instructional units that integrate Thoughtful Classroom tools—and use them as templates for district unit designs.
- Learn how to use foundational design tools (Learning Window and A Study In . . .) to ensure that curriculum and unit designs develop key knowledge, promote deeper understanding, build critical thinking skills, and teach habits of mind that lead to lifelong success.
- Learn how to build units around enduring themes and questions that pique student curiosity.
- Use The Five Episodes of Effective Instruction to design high-quality learning sequences that integrate instruction and assessment.
- Learn how to integrate relevant tools and strategies from key Tools for Today’s Educators texts into unit designs to ensure high-quality instruction.
- Work with colleagues to design a set of domain-specific instructional units and design templates—and receive coaching and feedback from the Thoughtful Classroom team.

Coaching & Capacity Building for Building/District Leaders and Instructional Leaders

Regular and targeted coaching for school leaders is a key to the success of this (or any) ambitious improvement plan. These sessions will be used to assess the impact of the initiative, identify challenges,

review the implementation of new tools and strategies, refine practice based on the assessment, and help address each building leadership team's / staff's emerging needs. Some of the ways these coaching sessions can be used include . . .

- Modeling specific tools and strategies in real classrooms.
- Reviewing instructional designs and providing feedback.
- Conducting instructional rounds to develop collaborative-learning capacity.
- Increasing leverage – how to use job-embedded PD to help all teachers grow.
- Instructional leadership coaching (e.g., giving feedback, conducting Learning Walks, etc.).
- Addressing “pesky” problems of practice.
- Calibrating/refining classroom observations.
- Deepening understanding of key content or the instructional framework.
- Data-analysis and strategic planning.

Sustainability – Train the Trainers / Coach the Coaches

Building individual capacity is necessary but insufficient if we want to sustain growth and development. Instructional leaders within the LEA need to become “transferors” who can guide individuals and groups of teachers and who can ensure that the LEA develops the system-wide capacity to sustain the work internally. During this session, the LEA’s instructional leadership team will learn how to . . .

- Establish and facilitate Learning Clubs where teachers engage in self-study around particular tools and strategies.
- Work with resistance.
- Increase their expertise in tools and strategies that will positively impact student achievement.
- Design high-impact workshops around problems of practice for targeted groups of teachers.
- Provide growth-oriented feedback that teachers can put to use in their classrooms.

Support Resources

In addition to the services outlined above, the following support resources are key to the success of any professional development partnership because they provide educators with the tools and strategies they need to improve teaching and learning in every classroom.

Our **Online Professional Learning Suites** are designed to help educators understand the what, the why, and the how of instructional concepts and acquire key tools and strategies that they can implement in their current lessons and units. These online, on-demand resources are paired with a core text and provide educators with guided video tutorials, downloadable tools, planning and reflection forms, teacher and student organizers, and other supplemental resources to make implementing tools and strategies easier. The following Online Professional Learning Suites directly support the services proposed in this section:

- The ***Four Cornerstones of Effective Learning Environments*** suite provides teachers with simple, ready-to-use teaching tools for establishing a learning culture that promotes better student behavior, increased engagement, and higher levels of thinking and learning. (NOTE: This online professional learning suite is sold as a full program consisting of five modules.)
- The ***IDEAS for Instructional Design*** suite is broken up into a series of professional learning modules that get to the heart of instructional design by showing teachers how to Identify and clarify instructional purposes, Design essential questions, Establish an assessment design, Arrange activities into a learning sequence (Five Episodes), and Stop to review and refine. (NOTE: This online professional learning suite is sold as a full program consisting of six modules.)
- Based on the award-winning book from Dr. Harvey Silver and Jay McTighe, the ***Teaching for***

DeeperLearning suite provides teachers with tools and strategies for developing the key skills that help students build deep understanding are the most critical to students’ real-world and academic success. (NOTE: This online professional learning suite is sold as individual skill-based modules aligned to each school’s goals and priorities. The full program consists of nine modules.)

Our **Tools for Today’s Educators** book series is a collection of award-winning full-length resources filled with practical tools for educators of all grade levels and content areas. Titles in the series include:

- *Tools for Igniting Curiosity: Classroom-Ready Techniques for Increasing Engagement and Inspiring the Love of Learning*
- *Tools for Classroom Instruction That Works: Ready-to-Use Techniques for Increasing Student Achievement*
- *Tools for a Successful School Year: Classroom-Ready Techniques for Building the Four Cornerstones of an Effective Classroom*
- *Tools for Conquering the Common Core: Classroom-Ready Techniques for Targeting the ELA/Literacy Standards*
- *Tools for Thoughtful Assessment: Classroom-Ready Techniques for Improving Teaching and Learning*
- *Math Tools, Grades 3–12: 60+ Ways to Build Mathematical Practices, Differentiate Instruction, and Increase Student Engagement (Second Edition)*

(NOTE: All of these titles directly support the services proposed in this section. For more information on this book series and individual titles, please visit: <https://toolsfortodayseducators.com/>)

D.6.3 | Services & Student Groups

Both as a nation and as educators committed to our students, we have been striving for many years to achieve true equity in our schools. But our efforts will not be successful unless we recognize and address a hidden factor that separates high-achieving schools from their counterparts: **deeper learning**.

In far too many underserved schools, students become used to a shallow-learning environment that does not prepare them adequately for success in a world that is becoming more complex and competitive by the day. This troubling tendency has only become more pronounced in the wake of the coronavirus pandemic. The services and support resources proposed for this initiative will make clear how deep learning differs from shallow learning—and why this difference matters so much in the lives of our students.

To ensure deep learning becomes reality in every classroom, teachers and instructional leaders will learn to make two shifts: 1) Shifting **what** we teach, away from isolated facts and toward big ideas and concepts, and 2) Shifting **how** we teach, away from covering the content and toward teaching students the skills and tools they need to make meaning, deepen their understanding, and transfer their learning to the real world.

Our proposed services and supporting resources can be modified to better meet the unique learning needs of different student populations. More specifically, we can provide ongoing coaching and support for teachers of select student groups—students from lower-income families, former English learners, students with learning disabilities—to select, modify, and implement Thoughtful Classroom tools for their more specialized classrooms.

D.6.4 | Services & Evidence

Research-Based Tools & Strategies

Over the last five decades, Silver Strong & Associates has become the recognized leader in developing practical, research-based tools and strategies for teachers by bringing together the best research into what works in schools with the practical “know-how” of teachers in the classroom. Our Four Cornerstones of Effective Classrooms and Five Episodes of Effective Instruction are based on the preeminent research into the universal elements of successful classrooms and effective instruction. And we have partnered with one of the top research organizations, McREL International, to develop tools that help teachers put into action the research from their world-renowned research framework: *Classroom Instruction That Works*. (NOTE: To learn more about all of the books in our Tools for Today’s Educators series, please visit this site: <https://toolsfortodayseducators.com/>)

Case Studies & Profiles

Our Thoughtful Classroom approach to professional learning and school improvement has a long track record of success with partner schools and districts around the country. As evidence, we have provided a detailed selection of case studies in section D.4.2 of our Vendor Qualifications response.

- **A Newly Established School Achieves High Levels of Success with A “Four Cornerstones” Approach**
at Cherokee Bluff Middle School
 - ***A Culture of Success in a California Farming Community*** in Arvin Union School District
 - ***The Highest Increase in Graduation in New York*** in East Syracuse-Minoa Central School District
- ***Early Success in the South Bronx*** at Children’s Aid College Prep Charter School
- ***A Model for Strategic Planning and Strategic Instruction*** in Hardin County, Kentucky
- ***A Ten-District Case Study in Kentucky*** at Green River Regional Educational Cooperative (GRREC)

(NOTE: Complete case studies about the success of Thoughtful Classroom initiatives can be found here: <https://thoughtfulclassroom.com/the-thoughtful-classroom/the-thoughtful-classroom-works/>)

D.6.5 | Outcomes & Timeline

While every partnership is different and every school has its own specific needs and goals, one universal goal remains the same—to improve the quality of teaching and learning in every classroom. Our Thoughtful Classroom approach to professional learning and school improvement is built on learning cycles that start with a collaborative needs assessment. This learning cycle model ensures that all services and support resources are regularly assessed and always aligned to the school improvement plan. As part of our decades of experience working with schools and districts to improve organizational effectiveness, we’ve developed four universal outcomes that we use to assess the impact of each learning cycle:

- **Deeper Instructional Knowledge:** Does the staff have a collective knowledge of the tools, strategies, and principles associated with the learning cycle? Is there a common language for talking about teaching and learning—and is the staff becoming increasingly “fluent” in it?
- **Greater Opportunities for Improvement:** Do teachers have opportunities and meaningful forums that empower them to observe, talk about, and refine their own and each other’s practice?

- **Higher Student Achievement:** Is the work having a positive impact on teacher performance and student learning?
- **Development of Learning Culture:** Is the organization as a whole becoming more reflective, more supportive, and better able to address the needs of its staff and students?

An ideal Thoughtful Classroom partnership provides sufficient time for learning the relevant content and tools, implementing the tools and leadership practices, reflecting on results over time, refining the response accordingly, and building the internal capacity needed to sustain the work. We have found that this kind of comprehensive approach takes three years before the LEA can take full internal control of the process. However, our learning cycle approach is adaptable and allows schools to focus on particular needs that may be targeted within a single year.

D.6.6 | Target Audience

The chart below identifies the target audiences for our proposed services and support resources.

Service/ Resource Audience	Needs Assessment & Planning	Foundations & Design Training	Leadership Academy & Coaching	Coaching & Sustainability	Tools & Online Suites	Add'l Resources
Regular Education Teachers		X	X	X	X	X
Special Education Teachers		X	X	X	X	X
Bilingual Teachers		X	X	X	X	X
Principals	X	X	X	X	X	X
Superintendents	X	X	X	X	X	X
Other School-Level Administrators	X	X	X	X	X	X
Other District-Level Administrators	X	X	X	X	X	X
Students						X
Parents						X

D.6.7 | Grade Bands

The Thoughtful Classroom approach is effective for all grade bands—early childhood, elementary, middle, and secondary.

D.6.8 | Services & School Improvement Goals

Academic Improvement Goals

The Thoughtful Classroom approach focuses on improving instruction across all content areas. It can be used to help teachers in the following academic content areas meet their improvement goals: ELA, mathematics, social studies, science, technology and engineering, social sciences, fine arts, physical education and health, and world languages.

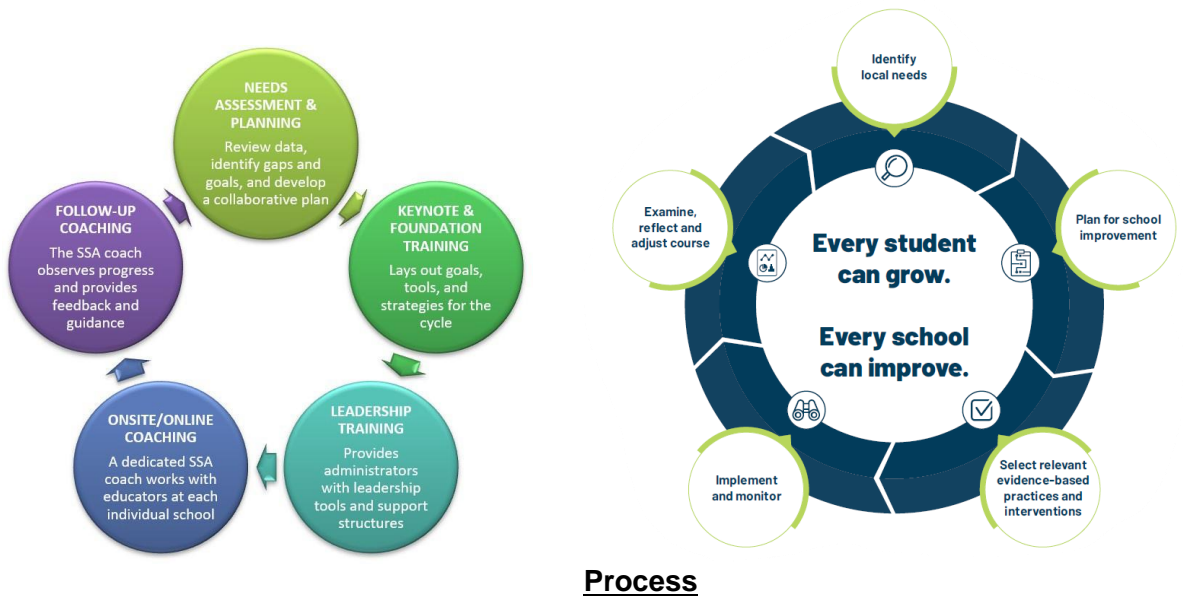
School Quality / Student Success Goals

In addition, the Thoughtful Classroom also places a strong emphasis on building inviting, welcoming, and engaging learning cultures that lead to higher levels of school quality and have a positive impact on chronic absenteeism and graduation rates. **(NOTE: For evidence of the positive impact of the Thoughtful Classroom on graduation rates, see the East Syracuse-Minoa CSD case study in section D.4.2 of our Vendor Qualifications response.)**

D.6.2 | Alignment with IL-EMPOWER

As an IL-EMPOWER Learning Partner, we are familiar with the current program, fiscal, and reporting requirements and remain committed to communicating with ISBE staff and providing ISBE with any relevant information that is needed moving forward. Our organization shares in the belief that every student can grow and that every school can improve. One thing that's clear in putting our Thoughtful Classroom approach side by side with the IL-EMPOWER school improvement process is that both recognize that learning is a process that can be enhanced through design. These two processes are perfectly consistent with one another and will allow our partner schools to easily align all Thoughtful Classroom professional learning with the recommendations of IL-EMPOWER.

Thoughtful Classroom Approach IL-EMPOWER School Improvement



D.6.3 | Delivery Formats

Our organization understands that the professional learning needs of schools require flexibility. We currently work with, and will continue to work with, our IL-EMPOWER partner LEAs using all three delivery formats—remote, in-person, and hybrid.

D.6.4 | Engagement & Reporting

As an approved IL-EMPOWER Learning Partner, Silver Strong & Associates fully understands the dynamic of providing direct support to partner schools while ensuring building and district leaders are fully engaged in the process. We are also familiar with previous IL-EMPOWER meeting and reporting guidelines, and we remain committed to working with school and district leaders, fellow IL-EMPOWER learning partners, and ISBE staff to actively participate in progress meetings and provide relevant information as needed for reporting on school improvement progress.

A key to successful relationship-building with any school is the recognition that no school is an island. It is part of a larger district with district-level priorities and improvement goals. It serves a community of families who have a vested interest in its success. At the professional development level, we make sure that district-level administration and school leaders come together for regular time to plan, reflect, and collaborate to ensure the school improvement plan's success. A quick review of our services (see section D.6.2) shows our commitment to all levels of staff. We also make it a top priority to help every school we work establish a strong PLC culture that brings teachers, coaches, instructional leaders, and administrators together around the common goal of improving teaching and learning so that all students can succeed.

More specifically, we will build into the partnership professional learning forums and communication strategies to increase awareness, clarify goals, and ensure coherence for all stakeholders. Key strategies include:

- Establishing a common language for improvement. Effective communication rests on the ability of all stakeholders to speak a common language. With our Thoughtful Classroom approach, establishing a common language from the outset of the work is paramount and helps improve culture, instruction, use of evidence-based practices, and leadership.
- Regular training, coaching, and virtual conferences with school and district leadership to clarify goals, establish alignment and coherence among the parts, and discuss and address ongoing challenges.
- Foundation training and keynote sessions that bring the entire staff together, establish the common language for improvement, and lay out the goals of each learning cycle.
- Staff communications (designed in collaboration with the school) that explain the “what, why, and how” of the Thoughtful Classroom and of key professional development resources.
- Sit-downs and/or virtual meetings with all stakeholders (including other partners and providers) to establish alignment between initiatives and between the parts working in the larger system.
- School and classroom posters that keep staff and students focused on the mission and vision of the school/district and that reinforce positive habits and thinking/learning skills for students.
- Letters/emails to parents (designed in collaboration with the school/district) explaining the goals of the initiative and the importance of the core message (“It’s all about the learning”).

- Invitations to stakeholders including Board of Education members and community members to visit schools and see the work in action.
- Providing help to school and district leadership in crafting communications that enhance staff buy-in and increase community outreach (e.g., blogs, newsletters, press releases, video overviews, etc.).

D.6.9 | Regions

Throughout Illinois and across the United States, Silver Strong & Associates has extensive experience working successfully with schools of all sizes in urban, suburban, and rural communities to meet the needs of diverse learners. We are able to serve partner LEAs throughout Illinois in all six regions: Northeast, Northwest, West Central, East Central, Southwest, and Southeast.

Exhibit B Pricing
Silver Strong Associates

Content Expertise & Service Types		Description of Service	Hourly Rate	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
1	<i>Needs Assessment, Planning, and Leadership Support</i>	Professional learning services (see section D.6.2 of our Work Plan for more details)	In person: \$	\$600	\$650	\$650	\$700	\$700
			Virtual: \$	\$500	\$550	\$550	\$600	\$600
2	<i>Leadership Academy</i>	Professional learning services (see section D.6.2 of our Work Plan for more details)	In person: \$	\$600	\$650	\$650	\$700	\$700
			Virtual: \$	\$500	\$550	\$550	\$600	\$600
3	<i>Kicking Off the Initiative</i>	Professional learning services (see section D.6.2 of our Work Plan for more details)	In person: \$	\$600	\$650	\$650	\$700	\$700
			Virtual: \$	\$500	\$550	\$550	\$600	\$600
4	<i>Building Successful Classroom Culture with the Four Cornerstones</i>	Professional learning services (see section D.6.2 of our Work Plan for more details)	In person: \$	\$600	\$650	\$650	\$700	\$700
			Virtual: \$	\$500	\$550	\$550	\$600	\$600
5	<i>Focusing in on Problems of Practice</i>	Professional learning services (see section D.6.2 of our Work Plan for more details)	In person: \$	\$600	\$650	\$650	\$700	\$700
			Virtual: \$	\$500	\$550	\$550	\$600	\$600

Content Expertise & Service Types		Description of Service	Hourly Rate	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
6	<i>Curriculum Writing and Instructional Design with the Five Episodes</i>	Professional learning services (see section D.6.2 of our Work Plan for more details)	In person: \$	\$600	\$650	\$650	\$700	\$700
			Virtual: \$	\$500	\$550	\$550	\$600	\$600
7	<i>Coaching & Capacity Building for Building/District Leaders and Instructional Leaders</i>	Professional learning services (see section D.6.2 of our Work Plan for more details)	In person: \$	\$600	\$650	\$650	\$700	\$700
			Virtual: \$	\$500	\$550	\$550	\$600	\$600
8	<i>Sustainability – Train the Trainers / Coach the Coaches</i>	Professional learning services (see section D.6.2 of our Work Plan for more details)	In person: \$	\$600	\$650	\$650	\$700	\$700
			Virtual: \$	\$500	\$550	\$550	\$600	\$600
9	<i>Training, Coaching, & Keynotes with Dr. Harvey F. Silver</i>	Any professional learning services listed above (and outlined in section D.6.2 of our Work Plan) led by expert educator, trainer, and coach, Dr. Harvey Silver	In person: \$	\$900	\$950	\$950	\$1000	\$1000
			Virtual: \$	\$750	\$800	\$800	\$850	\$850
10	<i>Specialized Services</i>	Customized professional learning services and assistance with special projects (as needed)	In person: \$	\$700	\$750	\$750	\$800	\$800
			Virtual: \$	\$600	\$650	\$650	\$700	\$700

Content Expertise & Service Types		Description of Proprietary and/or Required, Accompanying Materials, Products, Licenses, Registration Fees	Cost of Product Per Unit				
			FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
1	<i>Four Cornerstones of Effective Learning Environments (Full Online Suite for Small Schools)</i>	Annual subscription to online, on-demand professional learning suite for up to 25 educators at a small school; first year pricing includes the core text, <i>Tools for a Successful School Year</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$6000	\$6000	\$6000	\$6000	\$6000
2	<i>Four Cornerstones of Effective Learning Environments (Full Online Suite for Medium Schools)</i>	Annual subscription to online, on-demand professional learning suite for 26 to 50 educators at a medium school; first year pricing includes the core text, <i>Tools for a Successful School Year</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$8000	\$8000	\$8000	\$8000	\$8000
3	<i>Four Cornerstones of Effective Learning Environments (Full Online Suite for Large Schools)</i>	Annual subscription to online, on-demand professional learning suite for 51 to 100 educators at a large school; first year pricing includes the core text, <i>Tools for a Successful School Year</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$10000	\$10000	\$10000	\$10000	\$10000
4	<i>Four Cornerstones of Effective Learning Environments (Full Online Suite for Extra Large Schools)</i>	Annual subscription to online, on-demand professional learning suite for 101 to 150 educators at an extra-large school; first year pricing includes the core text, <i>Tools for a Successful School Year</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$12000	\$12000	\$12000	\$12000	\$12000
5	<i>Four Cornerstones of Effective Learning Environments (Full Online Suite for Uniquely Large Schools)</i>	Annual subscription to online, on-demand professional learning suite for more than 150 educators at a uniquely large school; first year pricing includes the core text, <i>Tools for a Successful School Year</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$12000	\$12000	\$12000	\$12000	\$12000
			+ \$80 per user	+ \$80 per user	+ \$80 per user	+ \$80 per user	+ \$80 per user

Content Expertise & Service Types		Description of Proprietary and/or Required, Accompanying Materials, Products, Licenses, Registration Fees	Cost of Product Per Unit				
			FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
6	<i>IDEAS for Instructional Design (Full Online Suite for Small Schools)</i>	Annual subscription to online, on-demand professional learning suite for up to 25 educators at a small school; first year pricing includes the core text, <i>Tools for Thoughtful Assessment</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$6000	\$6000	\$6000	\$6000	\$6000
7	<i>IDEAS for Instructional Design (Full Online Suite for Medium Schools)</i>	Annual subscription to online, on-demand professional learning suite for 26 to 50 educators at a medium school; first year pricing includes the core text, <i>Tools for Thoughtful Assessment</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$8000	\$8000	\$8000	\$8000	\$8000
8	<i>IDEAS for Instructional Design (Full Online Suite for Large Schools)</i>	Annual subscription to online, on-demand professional learning suite for 51 to 100 educators at a large school; first year pricing includes the core text, <i>Tools for Thoughtful Assessment</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$10000	\$10000	\$10000	\$10000	\$10000
9	<i>IDEAS for Instructional Design (Full Online Suite for Extra Large Schools)</i>	Annual subscription to online, on-demand professional learning suite for 101 to 150 educators at an extra-large school; first year pricing includes the core text, <i>Tools for Thoughtful Assessment</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$12000	\$12000	\$12000	\$12000	\$12000
10	<i>IDEAS for Instructional Design (Full Online Suite for Uniquely Large Schools)</i>	Annual subscription to online, on-demand professional learning suite for more than 150 educators at a uniquely large school; first year pricing includes the core text, <i>Tools for Thoughtful Assessment</i> ; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$12000	\$12000	\$12000	\$12000	\$12000
			+ \$80 per user	+ \$80 per user	+ \$80 per user	+ \$80 per user	+ \$80 per user

Content Expertise & Service Types		Description of Proprietary and/or Required, Accompanying Materials, Products, Licenses, Registration Fees	Cost of Product Per Unit				
			FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
1 1	<i>Teaching for Deeper Learning Online Suite (One Module for Small Schools)</i>	Annual subscription to one module from the online, on-demand suite for up to 25 educators at a small school; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$2000	\$2000	\$2000	\$2000	\$2000
1 2	<i>Teaching for Deeper Learning Online Suite (One Module for Medium Schools)</i>	Annual subscription to one module from the online, on-demand suite for 26 to 75 educators at a medium school; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$3000	\$3000	\$3000	\$3000	\$3000
1 3	<i>Teaching for Deeper Learning Online Suite (One Module for Large Schools)</i>	Annual subscription to one module from the online, on-demand suite for 76 to 125 educators at a large school; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$4000	\$4000	\$4000	\$4000	\$4000
1 4	<i>Teaching for Deeper Learning Online Suite (One Module for Uniquely Large Schools)</i>	Annual subscription to one module from the online, on-demand suite for more than 125 educators at a uniquely large school; renewal pricing each subsequent year to be calculated at 50% off first year pricing.	\$4000	\$4000	\$4000	\$4000	\$4000
			+ \$30 per user	+ \$30 per user	+ \$30 per user	+ \$30 per user	+ \$30 per user

Content Expertise & Service Types		Description of Proprietary and/or Required, Accompanying Materials, Products, Licenses, Registration Fees	Cost of Product Per Unit				
			FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
15	<i>Tools for Igniting Curiosity (Book)</i>	<i>Tools for Igniting Curiosity: Classroom-Ready Techniques for Increasing Engagement and Inspiring the Love of Learning</i> (Goodwin, Silver, Kreisman, & Perini, 2019); partner publication with McREL International; part of the award-winning Tools for Today's Educators book series; for more information: https://toolsfortodayseducators.com/ ISBN: 978-1-58284-218-9	\$25.95	\$26.95	\$26.95	\$27.95	\$27.95
16	<i>Tools for Classroom Instruction That Works (Book)</i>	<i>Tools for Classroom Instruction That Works: Ready-to-Use Techniques for Increasing Student Achievement</i> (Silver, Abala, Boutz, & Perini, 2018); partner publication with McREL International; part of the award-winning Tools for Today's Educators book series; for more information: https://toolsfortodayseducators.com/ ISBN: 978-1-58284-215-8	\$34.95	\$35.95	\$35.95	\$36.95	\$36.95
17	<i>Tools for a Successful School Year (Book)</i>	<i>Tools for a Successful School Year: Classroom-Ready Techniques for Building the Four Cornerstones of an Effective Classroom</i> (Silver, Perini, & Boutz, 2016); part of the award-winning Tools for Today's Educators book series; for more information: https://toolsfortodayseducators.com/ ISBN: 978-1-58284-209-7	\$25.95	\$26.95	\$26.95	\$27.95	\$27.95
18	<i>Tools for Conquering the Common Core (ELA/Literacy Book)</i>	<i>Tools for Conquering the Common Core: Classroom-Ready Techniques for Targeting the ELA/Literacy Standards</i> (Silver & Boutz, 2015); part of the award-winning Tools for Today's Educators book series; for more information: https://toolsfortodayseducators.com/ ISBN: 978-1-58284-203-5	\$29.95	\$30.95	\$30.95	\$31.95	\$31.95

Content Expertise & Service Types		Description of Proprietary and/or Required, Accompanying Materials, Products, Licenses, Registration Fees	Cost of Product Per Unit				
			FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
19	<i>Tools for Thoughtful Assessment (Book)</i>	<i>Tools for Thoughtful Assessment: Classroom-Ready Techniques for Improving Teaching and Learning</i> (Boutz, Silver, Jackson, & Perini, 2012); part of the award-winning Tools for Today's Educators book series; for more information: https://toolsfortodayseducators.com/ ISBN: 978-1-58284-200-4	\$34.95	\$35.95	\$35.95	\$36.95	\$36.95
	<i>Math Tools, Grades 3–12, Second Edition (Math Book)</i>	<i>Math Tools, Grades 3–12: 60+ Ways to Build Mathematical Practices, Differentiate Instruction, and Increase Student Engagement (Second Edition)</i> (Silver, Brunsting, Walsh, & Thomas, 2012); partner publication with Corwin Press; part of the award-winning Tools for Today's Educators book series; for more information: https://toolsfortodayseducators.com/ ISBN: 9781452261393	\$38.95	\$39.95	\$39.95	\$40.95	\$40.95

NOTES

- For all on-site professional learning services in section E.1.1, a “full day” of on-site training will consist of six (6) consecutive in-person hours performed in a single day.
- For all professional learning services in section E.1.1, a modest price increase has been included to cover increases in operating expenses related to the design and delivery of services. These price increases represent 10% (or less) of the previous hourly rate, have been rounded down to a whole dollar amount, and will be stable for second year after increase.
- For the **Four Cornerstones** Online Professional Learning Suite options in section E.1.2 (1–5), first year pricing includes *Tools for a Successful School Year* as the core text for all users; For the **IDEAS for Instructional Design** Online Professional Learning Suite options in section E.1.2 (6–10), first year pricing includes *Tools for Thoughtful Assessment* as the core text for all users; these core texts are not part of renewal pricing for subsequent subscription years.
- For all books in section E.1.2, a very modest price increase of \$1.00 (under 5% of previous list price) has been included to cover increased cost of printing books.