|  |  |  |  |
| --- | --- | --- | --- |
|  | |  | | --- | | **Illinois State Board of Education**  100 North First Street **•** Springfield, Illinois **•** 62777-0001  www.isbe.net  **James T. Meeks****Tony Smith, Ph.D.**  *Chairman**State Superintendent* | |  | |

**IL-EMPOWER Pilot**

Prototype Contract for Districts and Partners

This prototype document is provided by the Illinois State Board of Education (ISBE) to provide technical assistance and support to school districts initiating a new contract with an approved IL-EMPOWER professional learning Partner (“Partner”). School districts are not required to utilize this prototype document. School districts are strongly encouraged to consult with their legal counsel before utilizing this prototype document to ensure the prototype includes all necessary terms and conditions. ISBE is not a party to any of the contractual agreements entered into between a school district and a Partner for IL-EMPOWER. As such, ISBE shall not be liable for any claims, costs or damages arising out of the use of this prototype document and school districts and Partner shall assume all liability for their use of the prototype.

**About IL-EMPOWER.** IL-EMPOWER is ISBE’s new statewide system of support that will replace the single-provider model currently in place and empower schools with greater choice and voice in the school improvement process. Schools, districts, Partners, and ISBE will work together to promote shifts in pedagogy and build staff capacity.

IL-EMPOWER gives schools resources to focus on the needs of the whole child. Knowing the whole child requires a deep understanding of the child’s school, community, and home. This holistic approach will be successful if ISBE, the school/district, and the Professional Learning Partner(s) all work collaboratively to ensure the child is receiving both Equitable and Excellent opportunities within their educational journey.

Qualified Partners will provide support in one or more of the following three components of system change: 1) governance and management; 2) curriculum and instruction; and 3) climate and culture.

**Expectations for Contractual Agreements.** ISBE expects that all contractual agreements entered into between school districts and Partners, whether through this prototype contract or an alternate/independent contract, shall be based on the following principles:

1. *Needs-Driven*. Services provided by Partners shall be based on the unique needs of the students, staff and community within participating school districts.
2. *Programmatic Equity*. Every service provided by Partners shall be centered on the principle of equity so that each activity has the effect of providing additional supports to the students that need the most supports.
3. *Standardized Cost*. Partners shall not modify or vary basic unit pricing of services between school districts.

Questions or concerns with respect to this prototype contract may be directed to Jason Helfer, Deputy Superintendent for Teaching and Learning at [jhelfer@isbe.net](mailto:jhelfer@isbe.net) or (217) 782-4123. Additional information about IL-EMPOWER may be found online at [www.isbe.net/Pages/IL-Empower.aspx](http://www.isbe.net/Pages/IL-Empower.aspx).

**1. Description of Services to be Rendered**

* 1. *Purpose*. This contractual agreement (“Agreement”) is entered into by and between

[INSERT DISTRICT NAME] (District) and [INSERT PROFESSIONAL LEARNING PARTNER NAME] (Partner) to define targeted and comprehensive services and supports to be delivered to District by Partner and to specify the costs, scope and administration of those supports and services under the IL-EMPOWER statewide system of support.

1.2 *Services to be Rendered*. Services provided by Partner shall be based on the unique needs of the students, staff and community within the District. Further, every service provided by Partner shall be centered on the principle of equity so that each activity has the effect of providing additional supports to the students that need the most supports. Services to be rendered under this Agreement are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.

**2. Pricing**

2.1 *Standardized Cost*. Partner shall not modify or vary basic unit pricing of services between school districts. Should a Partner have a contractual agreement between itself and more than one school district for purposes of IL-EMPOWER, each basic pricing unit for services rendered shall be the same for each school district. Failure to conform to this Section 2.1 shall be grounds for termination of this Agreement.

2.2 *Budget*. The Budget is set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference.

2.3 *Expenses*. Expenses are not allowed.

2.4 *Invoicing/Payment*. [INSERT A DESCRIPTION OF HOW THE DISTRICT WILL INVOICE, BILL OR OTHERWISE REMIT PAYMENT TO THE PARTNER FOR SERVICES RENDERED]

2.5. *Maximum Amount*. Total payments under this Agreement shall not exceed [INSERT DOLLAR AMOUNT] without approval from the District and a formal amendment.

2.6 *Allowable Expenditures*. Expenditures related to the following activities/purchases shall be allowed:

2.6.1 Materials [INSERT SPECIFICS AS NECESSARY]

2.6.2 Consulting [INSERT SPECIFICS AS NECESSARY]

2.6.3 Direct Training/Professional Development [INSERT SPECIFICS AS NECESSARY]

2.6.4 Travel [INSERT SPECIFICS AS NECESSARY]

2.7 *Expenditures Not Allowed*. Expenditures related to the following activities/purchases shall not be allowed:

2.7.1 Food and beverages

2.7.2 Facility rental fees

2.7.3 Maintenance fees

2.7.4 Fees and costs associated with informational technology and access to systems

2.7.5 Any other expenditure not allowed by state or federal law.

**3. Term and Termination**

3.1 *Term of the Contractual Agreement*. This contractual agreement has an initial term that begins on the execution date of contact execution and ends on June 30, 2018.

* + 1. In no event shall the total term of the contract extend beyond June 30, 2018.
    2. The Partner shall not commence billable work in furtherance of the Agreement prior to final execution except as permitted by law.

3.2 *Termination for Convenience*. District may, for its convenience and with fifteen (15) days prior written notice to the Partner, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to the Partner.

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

3.3 *Termination for Cause*. District may terminate this Agreement, in whole or in part, immediately upon notice to the Partner if: (a) the District determines that the actions or inactions of the Partner, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Partner has notified District that it is unable or unwilling to perform the Agreement. If Partner fails to perform to District satisfaction any material requirement of this Agreement, is in violation of a material provision of this Agreement, or the District determines that the Partner lacks the financial resources to perform the Agreement, District shall provide written notice to the Partner to cure the problem identified within the period of time specified in the District written notice. If not cured by that date, the District may either: (a) immediately terminate the Agreement without additional written notice or (b) enforce the terms and conditions of the Agreement. For termination due to any of the causes contained in this Section, the District retains its rights to seek any available legal or equitable remedies and damages.

3.3.1 This contract shall automatically terminate upon non-approval of the Partner by the Illinois State Board of Education.

3.4 *Availability of Appropriations*. This Agreement is contingent upon and subject to the availability of funds. District, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if sufficient funds are not appropriated. The Partner will be notified in writing of the failure of appropriation or of a reduction or decrease.

**4. Terms and Conditions**

4.1 *Student Records*. The Partner will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student “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 the District. To protect the confidentiality of student education records, the Partner 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. Any student records in the Partner’s possession shall be permanently destroyed, and the Partner shall provide written confirmation to the District 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.

4.2 *Compliance with Laws.* The Partner, 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 Agreement. Partner shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Partner shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement. Partner is and shall remain in compliance with all State and federal statutes and regulations and applicable sections and requirements of the Illinois School Code, including but not limited to, the Criminal history records checks and checks of the Statewide Sex Offender Database and Statewide Murderer and Violent Offender Against Youth Database. [INSERT ANY ADDITIONAL LOCAL OR COUNTY LAWS AND ORDINANCES THAT APPLY TO THE DISTRICT AND ITS CONTRACTUAL RELATIONSHIP WITH THE PARTNER]

4.3 *Insurance.* [INSERT A DESCRIPTION, AS NECESSARY, OF PROVISIONS NEEDED TO ALIGN THE CONTRACTUAL AGREEMENT WITH THE DISTRICT’S INSURANCE POLICIES]

4.4 *Subcontracting.* Subcontracting is allowed. The Partner shall be held liable for any and all actions of its subcontractor.

4.5 *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.

4.6 *Entirety.* This Agreement 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 Agreement is to include items and services necessary for the proper execution and completion of the Services by the Partner, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the Agreement, whether or not such items and services are specifically mentioned herein.

4.7 *Modifications and Survival.*  Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement 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.

4.8 *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.

4.9 *Counterparts*. This Agreement 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.

4.10 *Freedom of Information Act.*  This Agreement and all related public records maintained by, provided to or required to be provided to the District 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 Agreement.

4.11 *Authority to Execute*. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year set forth below.

DISTRICT PARTNER

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| By: |  |  | By: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |

Attachments:

Exhibit A- Scope of Services

Exhibit B- Budget

**EXHIBIT A – Scope of Services**

A.1 Governance and Management. [INSERT GENERAL DESCRIPTION OF SERVICES AS NEEDED HERE AND IN THE CHART BELOW. CREATE ADDITIONAL ROWS IN THE CHART AS NEEDED]

|  |  |  |  |
| --- | --- | --- | --- |
| **Scope of Services** | **Timelines** | **Benchmarks/Deliverables** | **Costs** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

A.2 Curriculum and Instruction [INSERT GENERAL DESCRIPTION OF SERVICES AS NEEDED HERE AND IN THE CHART BELOW. CREATE ADDITIONAL ROWS IN THE CHART AS NEEDED]

|  |  |  |  |
| --- | --- | --- | --- |
| **Scope of Services** | **Timelines** | **Benchmarks/Deliverables** | **Costs** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

A.3 Climate and Culture [INSERT GENERAL DESCRIPTION OF SERVICES AS NEEDED HERE AND IN THE CHART BELOW. CREATE ADDITIONAL ROWS IN THE CHART AS NEEDED]

|  |  |  |  |
| --- | --- | --- | --- |
| **Scope of Services** | **Timelines** | **Benchmarks/Deliverables** | **Costs** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**EXHIBIT B - Budget**

[INSERT INFORMATION IN THE CHART BELOW. CREATE ADDITIONAL ROWS IN THE CHART AS NEEDED]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity** | **Detail** | **Timeline of Deliverable** | **Cost Per Unit** | **Total Cost** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |