JOHNS HOPKINS Institute for Education Policy SCHOOL of EDUCATION Request Sa

Report

The Importance of District and State RFPs: Effective Professional Learning to Support High-Quality Curriculum Implementation

June 2020



Executive Summary

"The most powerful way to raise student achievement is through professional learning."

"Good teachers form the foundation of good schools, and improving teachers' skills and knowledge is one of the most important investments of time and money that local, state, and national leaders make in education."²

"Conventional professional development methods, like the ones I and many other career educators are familiar with, are not only costly, but also don't always create long-term changes to teaching and learning."³

Research on the importance of professional learning throughout the process of implementing highquality curricula — defined as curricula that are standards-aligned and knowledge-building — is nascent, but compelling. The findings affirm what providers of high-quality curricula understand to be true: that district leaders looking to implement high-quality curricula to improve academic achievement must work with providers to offer teachers, principals, and district-level leaders content-specific, integrated, ongoing, and data-driven professional development in order to be effective.

In the following white paper, the Johns Hopkins Institute for Education Policy ("Institute") provides guidance to system leaders as they craft RFPs designed to solicit bids from math and English language arts (ELA) curriculum providers.⁴ The Institute's paper specifically focuses on the content dedicated to the professional learning necessary to support effective curriculum implementation. The paper has four core elements:

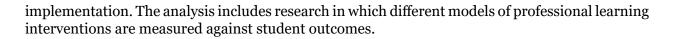
First, the Institute provides a research-literature analysis – covering both high-quality published and unpublished material – that identifies the key features of effective support for new curriculum

¹ Generation Ready (n.d.). Raising Student Achievement Through Professional Development. Retrieved from: <u>https://www.generationready.com/wp-content/uploads/2013/10/PD-White-Paper.pdf.</u>

² Teaching Tolerance (n.d.). Teaching Teachers: PD To Improve Student Achievement. Retrieved from <u>https://www.generationready.com/wp-content/uploads/2013/10/PD-White-Paper.pdf</u>.

³ Scherff, L. (2018). Distinguishing Professional Learning from Professional Development. Regional Education Laboratory. Retrieved from: <u>https://ies.ed.gov/ncee/edlabs/regions/pacific/blogs/blog2_DistinguishingProfLearning.asp</u>

⁴ Note that, while the paper often refers to district leaders, the same findings apply to RFPs issued by states or networks of schools.



Second, Institute researchers showcase themes and analyses of interviews conducted with leaders of ten highly-ranked curriculum and professional development providers. The purpose of the analysis is to identify which elements of such RFPs encourage or discourage provider applications, based on their experience of what it takes to implement curriculum effectively.

Third, based on the material presented in the first two elements of the report, the Institute will examine three recent RFPs to provide examples of where the field currently is and the critical changes needed to ensure a higher quality of RFP.

Fourth, the Institute will provide a "checklist" that offers a simple way to verify whether an RFP is poised to attract bids from highly effective curriculum providers.

Research Literature Analysis

The most comprehensive review of the literature on the impacts of professional learning on student performance is a 2017 report by the Learning Policy Institute. LPI reviewed 35 "methodologically rigorous studies," which "[feature] a careful experimental or comparison group design, or they analyzed student outcomes with statistical controls for context variables and student characteristics,"⁵ and universally demonstrate "a positive link among teacher professional development, teaching practices, and student outcomes."⁶

Two studies analyzed the effects of a *coaching-,feedback-, reflection-, and expert-support* program on middle school math achievement growth⁷ and on secondary school instruction⁸. The former study, using a three-year descriptive survey analysis, found increases in the annual growth rate in student math scores over the three years. The latter, using a two-year randomized control trial method, found that those teachers who had participated in the professional development activities increased their students' achievement relative to teachers who had not.

7 Motoko Akiba & Guodong Liang (2016) Effects of teacher professional learning activities on student achievement growth, The Journal of Educational Research, 109:1, 99-

⁵ The complete list of studies, their methodologies, summaries, and conclusions, can be accessed in Appendix B of the full report here: <u>https://learningpolicyinstitute.org/sites/default/files/product-files/</u> <u>Effective_Teacher_Professional_Development_REPORT.pdf.</u>

⁶ Darling-Hammond, L., Hyler, M., and Gardner, M. (2017). Effective Teacher Professional Development. Learning Policy Institute. Retrieved from: <u>https://learningpolicyinstitute.org/sites/default/files/</u> product-files/Effective_Teacher_Professional_Development_REPORT.pdf.

^{110,} DOI: <u>10.1080/00220671.2014.924470</u>. As cited in Darling-Hammond, L., Hyler, M., and Gardner, M. (2017). Effective Teacher Professional Development. Learning Policy Institute.

⁸ Allen, J. P., Pianta, R. C., Gregory, A., Mikami, A. Y., & Lun, J. (2011). An interaction-based approach to enhancing secondary school instruction and student achievement. Science, 333(6045), 1034–1037. As cited in Darling-Hammond, L., Hyler, M., and Gardner, M. (2017). Effective Teacher Professional Development. Learning Policy Institute.



Other reviewed studies highlighted the impacts of *content-specific professional learning*, including a three-year randomized controlled trial⁹, which showed that the professional learning led to increases in students' mathematics performance. Similarly, using a three-year quasi-experimental study using hierarchical linear modeling, Desimone et al. (2013) found that "teachers who participated in professional development that focused on math content or instructional strategies in mathematics (in Year 1) were more likely to teach in ways associated with student achievement growth."¹⁰ Similarly, a two-year quasi experimental study found that students whose teachers had received professional learning from a *content-based, collaborative inquiry model*, experienced significantly greater learning gains than did students whose teachers had not undergone such training sessions.¹¹

The Learning Policy Institute researchers subsequently analyzed the reviewed studies for common themes, which yielded seven components of effective professional learning. Researchers found that the most effective professional learning programs included elements from most, if not all, of these components. They include professional learning (1) that is content-focused; (2) incorporates active learning; (3) supports collaboration; (4) uses models of effective practice; (5) provides coaching and expert support; (6) offers feedback and reflection; and (7) is of sustained duration.¹²

Specifically, the authors defined these components in the following way:

Is content focused: Professional development (PD) that focuses on teaching strategies associated with specific curriculum content supports teacher learning within teachers' classroom contexts. This element includes an intentional focus on discipline-specific curriculum development and pedagogies in areas such as mathematics, science, or literacy.

Incorporates active learning: Active learning engages teachers directly in

9 Campbell, P. F. & Malkus, N. N. (2011). The impact of elementary mathematics coaches on student achievement. The Elementary School



Journal, 111(3), 430–454. As cited in Darling-Hammond, L., Hyler, M., and Gardner, M. (2017). Effective Teacher Professional Development. Learning Policy Institute.

¹⁰ Desimone, L., Smith, T., & Phillips, K. (2013). Linking student achievement growth to professional development participation and changes in instruction: A longitudinal study of elementary students and teachers in Title I schools. Teachers College Record, 115(5), 1–46. As cited in Darling-Hammond, L., Hyler, M., and Gardner, M. (2017). Effective Teacher Professional Development. Learning Policy Institute.
¹¹ Doppelt, Y., Schunn C. D., Silk, E. M., Mehalik, M. M., Reynolds, B., & Ward, E. (2009). Evaluating the impact of facilitated learning community approach to professional development on teacher practice and student achievement. Research in Science and Technological Education, 27(3), 339–354. As cited in Darling-Hammond, L., Hyler, M., and Gardner, M. (2017). Effective Teacher Professional Development. Learning Policy Institute.

¹² Darling-Hammond, L., Hyler, M., and Gardner, M. (2017). Effective Teacher Professional Development. Learning Policy Institute. Retrieved from: <u>https://learningpolicyinstitute.org/sites/default/files/product-files/Effective_Teacher_Professional_Development_REPORT.pdf.</u>



designing and trying out teaching strategies, providing them an opportunity to engage in the same style of learning they are designing for their students. Such PD uses authentic artifacts, interactive activities, and other strategies to provide deeply embedded, highly contextualized professional learning. This approach moves away from traditional learning models and environments that are lecture based and have no direct connection to teachers' classrooms and students.

Supports collaboration: High-quality PD creates space for teachers to share ideas and collaborate in their learning, often in job-embedded contexts. By working collaboratively, teachers can create communities that positively change the culture and instruction of their entire grade level, department, school and/or district.

Uses models of effective practice: Curricular models and modeling of instruction provide teachers with a clear vision of what best practices look like. Teachers may view models that include lesson plans, unit plans, sample student work, observations of peer teachers, and video or written cases of teaching.

Provides coaching and expert support: Coaching and expert support involve the sharing of expertise about content and evidence-based practices, focused directly on teachers' individual needs.



Offers feedback and reflection: High-quality professional learning frequently provides built-in time for teachers to think about, receive input on, and make changes to their practice by facilitating reflection and soliciting feedback. Feedback and reflection both help teachers to thoughtfully move toward the expert visions of practice.

Is of sustained duration: Effective PD provides teachers with adequate time to learn, practice, implement, and reflect upon new strategies that facilitate changes in their practice."¹³

A white paper by Generation Ready (n.d.) echoes these themes. It finds that effective professional learning "(1) is planned over time, sustained, rigorous and embedded within the context of the school (2) fosters collaboration within schools and across districts; (3) uses data to directly link to the school goals; (4) is evidence-based and data-driven both to guide improvement and measure impact; and (5) is differentiated and ensures an intensive focus on the teaching-learning relationship."¹⁴ (For a full description of these components, please refer to the document here.)

¹³ Ibid.

¹⁴ Generation Ready. (n.d.) Raising Student Achievement Through Professional Development. Retrieved from: <u>https://www.generationready.com/wp-content/uploads/2013/10/PD-White-Paper.pdf</u>.



Thematic Interview Analysis

During the months of December 2019 and January and February 2020, Institute researchers conducted structured interviews with leaders of highly-ranked curriculum and professional development providers. The purpose of the interviews was to identify which elements of district or state RFPs encourage or discourage the providers' applications, based on providers' experience of what it takes to implement curriculum effectively.

Interview Questions

Institute researchers structured interviews around the following questions:

- 1. What elements of existing RFPs explicitly reference the elements of your work that are most essential to implementing new curricula successfully?
- 2. What additional elements would you like to see in a strong RFP? What signals to potential providers that the system is serious about a commitment to effective implementation?
- 3. What components of existing RFPs constitute *barriers* to your applying? What signals that a school district or state does not understand the requirements of effective implementation?

Most — though not all — interview participants had direct experience reading, evaluating, and responding to RFPs. While participants with direct experience with RFPs usually felt comfortable answering each of the three questions, the few participants whose work was more tangentially related to RFPs provided helpful background information and deferred to their colleagues for follow-up.

Methodology

Over the course of the data collection process, the Institute corresponded with ten participants representing seven organizations. The research team and participants communicated over email, by video-conference, and by phone, and scheduled seven 30- to 60-minute phone- and video-conferencing interviews. Once the interview process was completed, the research team analyzed the responses to each question to develop both a thematic analysis as well as a set of easily implementable recommendations in the form of a checklist.



Analysis

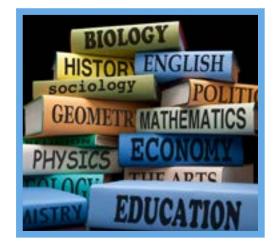
In order to best provide guidance to leaders as they craft RFPs designed to solicit bids from math and ELA curriculum providers, Institute researchers coded responses for specific, actionable insights regarding the extent to which RFP language encourages or discourages the provider's application. Next, researchers grouped responses according to the five major themes that emerged: (1) curriculum-specific PD; (2) multi-year-commitment; (3) multi-level support and coaching; (4) instructional vision; and (5) realistic budgeting. It is notable that three out of these five themes (one, two, and three) align very closely with the research literature reviewed earlier. The latter two (themes four and five) add important context that reaches beyond the professional learning it takes to implement high-quality curricula: indeed, these final two themes reference district-level foundations, without which professional learning itself cannot be effective.

Content- & curriculum-specific PD. Interviewed stakeholders shared a

conviction that professional learning providers must be curriculum- and content experts. In other words, stakeholders cautioned that standard pedagogical direction or "tips and tricks" to using a new curriculum do not suffice; instead, RFPs should specifically request that professional development providers be highly and specifically trained in the curricular content. Multiple stakeholders also highlighted the importance of providing content-specific professional learning to K-5 teachers, as elementary school teachers are less likely to be subject-matter experts. While this is a step forward, it is important to emphasize that focusing on content alone is not enough: PD should be focused on assisting teachers to master content in the context of specific, high-quality curricula, where that content is designed to provide a sequenced knowledge build for students.

Multi-level support and coaching.

Additionally, when implementing a knowledgebuilding curriculum, stakeholders emphasized that multi-year professional development is relevant not only to teachers, but also to school-, and districtlevel leadership. Effective professional development, in other words, includes support and coaching on all levels of participation in a learning community. Two stakeholders emphasized that professional learning focused on special education teachers and teachers of English-language learners be included in order to ensure that the system's neediest students are not left behind in the process of implementing the new curriculum.





PD. Interviewed stakeholders shared a strong



Multi-year commitment. Instead of adding professional development as a line item or an afterthought on RFPs, stakeholders encouraged system leaders to think about professional development as a multi-year commitment or a gradual-release model, during which professional development is an ongoing, integrated, and job-embedded part of curriculum implementation. Multiple stakeholders, reflecting previous research findings, noted that a short summer professional learning institutes or single, day-long professional learning sessions are unlikely to lead to stronger student learning outcomes.

Instructional vision. Stakeholders spoke highly of RFPs that describe a clear and intentional instructional vision, as well as a unified theory and narrative of change for teachers, principals, and district (or state) leaders. Specifically, stakeholders noted that an intentional instructional vision signals that the system is looking for a productive, collaborative, and thoughtful partnership in the provider.

By contrast, stakeholders noted that RFPs that include copied sections from previous RFPs, as well as extensive lists of expectations, may signal to providers that the system lacks instructional vision. Some stakeholders also noted that RFPs that are overly prescriptive about their vision for

professional learning may signal that the system is either not serious about looking for a collaborative partner, or has a specific vendor in mind.

Realistic budgeting. Multiple stakeholders mentioned their caution of RFPs that lack alignment between the system's stated expectations of the provider and its budget for curriculum implementation and professional development. BUDGET

PD partnerships. Stakeholders note that districts can ask for partnerships of providers to bid together. This enables districts to have access to

greater expertise than one provider could deliver alone: one might specialize in curriculum-based content, the other in observation and feedback to evaluate the success of the initial PD.

Further notes. Additional comments, which were articulated only by a few stakeholders, but which reflect the literature, include: (1) the need to include language on data-driven, continuous improvement strategies, which ensure that curriculum is consistently implemented in ways that increase student learning outcomes¹⁵; (2) the need to involve multiple levels of school leadership in the RFP development process in order to signal the community buy-in required for effective implementation; (3) the need for accountability and results in the professional learning space — balanced with the understanding that no one can *guarantee* specific increases in student learning, or expect a strong increase in student achievement after or within the first year of implementation.

¹⁵ To learn more about continuous improvement strategies, stakeholders recommended "Learning to Improve: How America's Schools Can Get Better at Getting Better" by Anthony S. Bryk, Louis Gomez, Alicia Grunow, and Paul LeMahieu (2015). See: <u>https://www.carnegiefoundation.org/resources/publications/</u>learning-to-improve/.



RFI/RFP Review

Based on the insights derived from interviews with curriculum providers, and in concert with curriculum providers, researchers identified three RFIs/RFPs that illustrate some of the best practices highlighted throughout this paper. The identified RFPs include (1) Charlotte Mecklenburg: RFI Grades K-8 ELA Core Curriculum Solutions; (2) Rhode Island: RFI Professional Development Providers for the Educators Course Network; and (3) Delaware Department of Education: ELA/ Literacy & Mathematics High Quality Professional Learning.¹⁶ Institute researchers analyzed RFPs for alignment with the themes that emerged from stakeholder interviews.

- Charlotte Mecklenburg (CMS): RFI Grades K-8 ELA Core Curriculum Solutions
 - □ In the "Background" section, CMS outlines the district's vision for all its students as well as, by extension, for its provider partnership.
 - □ The RFI specifically looks for content-specific professional learning.
 - □ The RFI specifically looks for professional learning that is job-embedded, ongoing, and includes multiple levels of the school system, up to, and including, district leadership.
 - □ The RFI specifically includes opportunities for vendors to speak to their ability to provide ongoing observation and assessment.
 - □ The RFI includes an entire section on professional learning, and specifies, among others, the need for over fifty hours of continuous, engaging, and interactive professional learning; short-term and long-term support, including coaching; differentiated instruction for different participants within the school system (e.g., district leadership, special education teachers, content specialists, etc.); and tools for data-driven evaluation of progress.

• Rhode Island: RFI Professional Development Providers for the Educators Course Network

- □ The RIDE RFI specifically calls for professional learning opportunities that are sustained over time;
- □ That are relevant to participants' professional context and day-to-day practice;
- \Box That provide opportunities for practice, feedback, and reflection;
- □ That incorporate strategies for the active engagement of learners;
- □ That are led by facilitators with relevant expertise and skill;
- □ That can show evidence of previous impact through (1) participant reactions or self-perceptions of skill (e.g., satisfaction surveys); (2) participants' learning (e.g., demonstration of new skill); (3) evidence of change in teacher practice (e.g., walkthrough data); (4) evidence of impact on student learning (e.g., student assessment data)
- □ RIDE also notes that the district "may give priority to providers whose professional learning offerings are explicitly linked to the curriculum educators are using in their instruction of students. RIDE is particularly interested in providers that can

¹⁶ Please refer to the Appendix for the full RFPs.



facilitate job-embedded professional learning (such as coaching or PLCs) focused on the implementation of high-quality curriculum materials."

• Delaware Department of Education: ELA/Literacy & Mathematics High-Quality Professional Learning

- □ The introduction of the RFP addresses the need for multi-level coaching to implement high-quality curricula successfully.
- □ The "Background" section includes a clear vision statement and defines professional learning as "a comprehensive, sustained, and intensive approach to improving educators' effectiveness in raising student achievement."
- □ The RFP specifies an expected timeframe of professional learning delivery of 12-18 months per cohort, signaling the need for a vendor that provides ongoing learning opportunities.



□ The RFP aligns professional learning with high-quality curricula, and seeks experts in both content as well as curriculum.



District or State Checklist

Finally, based on the feedback from leading curriculum and professional development providers, the Institute developed a comprehensive "Checklist," which aims to provide direct guidance regarding best practices surrounding RFP creation. The "Checklist" is meant to be distributed to anyone whose intention it is to implement high-quality, knowledge-building, standards-aligned curricula through effective professional development.

- 1. Does the RFP specifically emphasize implementing a high-quality, knowledge-building curriculum?
- 2. Does the RFP require effective, curriculum-specific, and content-based professional development?
- 3. Does the RFP outline a multi-year commitment to professional development, including a plan to build capacity and support for professional learning beyond the contract term?
- 4. Does the RFP's vision of professional development include services at the classroom-, school leader-, and district level?
- 5. Does the RFP describe a clear and intentional instructional vision for adult learning that includes elements of high-quality professional learning (e.g., coaching, feedback, reflection, and expert support)?
- 6. Is budgetary information clearly outlined in the RFP? For example, is there a total budgetary amount and how the budget will be evaluated?
- 7. Are the criteria used to evaluate proposals clear? If so, to what extent is quality of PD prioritized?



Appendix

- Charlotte Mecklenburg: RFI Grades K-8 ELA Core Curriculum Solutions
- Rhode Island: RFI Professional Development Providers for the Educators Course Network
- Delaware Department of Education: ELA/Literacy & Mathematics High-Quality Professional Learning

About the Institute

The Johns Hopkins Institute for Education Policy is dedicated to integrating research, policy, and practice to achieve educational excellence for all of America's students. Specifically, we connect research to the policies and practices that will ensure all children have access to intellectually challenging curricula, highly-effective educators, and school models that meet students' diverse needs. By delivering the strongest evidence to the policymakers who set the course and the practitioners who teach and lead, we hope to serve the American children who enter our classrooms every day. Learn more at http://edpolicy.education.jhu.edu



CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

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REQUEST FOR INFORMATION 163-02072019-1-TB

GRADES K-8 ENGLISH LANGUAGE ARTS CORE CURRICULUM SOLUTION FOR THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

OVERVIEW AND GENERAL INFORMATION

A. Introduction

The Charlotte-Mecklenburg Schools (CMS) Elementary Literacy department is seeking information from Potential Vendors that can provide a comprehensive core curriculum solution in Grades K-8 English Language Arts that align with the:

- North Carolina Standard Course of Study (NCSCOS)
- Common Core Shifts for ELA/Literacy
- Instructional Practice in ELA Classroom

While the preference is for a K-8 solution, CMS will accept proposals for comprehensive solutions for a combination of grade levels, such as K-2, K-5, 3-8, 6-8, etc.

B. Background

CMS is seeking outside Potential Vendors that will provide a resource to support the intersection of the standards and educational equity and culture, empowers educators, and helps all students meet the challenges of higher standards. All of which are a part of <u>Charlotte Mecklenburg</u> <u>Schools' Strategic Plan 2024</u> that outlines three CMS goals:

- 1) Every student graduates with meaningful employment or higher education opportunities.
- 2) Every student has access to a rich, diverse and rigorous curriculum.
- 3) Every student has access to more social and emotional supports.

Two strategies that provide direction for detailed work plans in schools and departments are 1) focus on what matters most – the content, teachers and students of our instructional core and 2) manage our performance. Information must outline how the materials will provide a guaranteed viable curriculum for every student in all schools across the district and focus on what matters most to academic achievement, the instructional core: how **students** participate in their own education, the knowledge and skill of the **teacher**, and the level and complexity of the **content** students are asked to learn.

All spending will directly support these goals and strategies including a focus on ensuring equitable access and understanding of a guaranteed viable curriculum and that all students within the school system are provided with effective core instruction that is standards aligned and rigorous.

Interested Potential Vendors will include online, blended, and face-to-face implementation and ongoing job-embedded professional learning for teachers, literacy facilitators/coaches, and administrators as well as district-level personnel.

C. Objectives of this RFI

Our goal in CMS is to implement and support a systematic and explicit curriculum that allows for students to experience rigorous standards-aligned instruction based on the instructional shifts. All materials must be culturally relevant, anti-racist, and provide multiple perspectives where students can recognize and draw on their own perspective and culture and come to understand other perspectives and cultures. In addition, teachers must have the necessary professional learning to implement the curriculum and to build their own early literacy knowledge and skill set. In order to meet these high expectations, Potential Vendors shall state how their proposal meets or does not meet the specification for each section below (criteria synthesized through CMS Strategic Plan and district requirements in technology and professional development, IMET Tool for ELA/Literacy K-2 & 3-12, General Education Leadership Network's Essential Instructional Practices in Early Literacy K-3, 4-5, IES Practice Guide: Foundational Skills to Support Reading for Understanding in Kindergarten to 3rd Grade, and Louisiana Believes Instructional Materials Evaluation Tool for Alignment in ELA K-12).

INSTRUCTIONAL MATERIALS

For each indicator, describe, to what extent, your organization can provide:

Criteria	Indicators of Superior Quality	Justification/Comments with Example/s
NON-NEGOTIABLE 1 High Quality Text Anchor texts are worthy of students' time and attention: texts are of quality and are rigorous, containing rich academic language, meeting appropriate complexity criteria for each grade.	 REQUIRED 1a) K-2: Texts intended for reading aloud are rich and above students' current reading abilities. 1a) 2-8: Anchor texts have the appropriate level of complexity for the grade as defined by the standards, according to quantitative and qualitative analysis. (Texts that are part of a series or chosen to build knowledge or for independent student reading should vary in complexity levels.) 	
	REQUIRED 1b) Anchor texts (including those selected for reading aloud) in the materials are of publishable quality and worthy of especially careful reading; they include a mix of 50% informational texts and 50% literature.	
	REQUIRED 1c) Texts are culturally relevant, anti-racist, and unbiased where students can recognize and draw on their own perspective and culture and come to understand other perspectives and cultures.	
	REQUIRED 1d) At least 90% of texts are authentic (previously published, rather than "commissioned") and offer rich opportunities for students to meet the grade-level ELA standards; the texts are well-crafted, representing the quality of content, language, and writing that is produced by experts in various disciplines.	

	1e) Texts increase in complexity as materials progress across grade bands. Read-aloud texts follow the same trend, although they may have greater variability because listening skills in elementary school generally outpace reading skills.	
	1f) Additional text options to support readers as part of Tier 2 and/or Tier 3 of an <u>RTI/MTSS framework</u> . Texts should fit characteristics above as well as provide a level of hi-interest low readability.	
NON-NEGOTIABLE 2 Evidence-based Discussion and Writing: Materials provide opportunities for rich and rigorous evidence-based discussions and writing about texts to build strong literacy skills.	REQUIRED 2a) At least 80% of all questions, tasks, and assignments in the materials are text-dependent, requiring students to draw on textual evidence to support both what is explicit as well as valid inferences from the text. The overwhelming majority of these questions and tasks are text-specific.	
	REQUIRED 2b) Materials include frequent opportunities for evidence- based discussions and writing to support careful analyses, claims, and clear information about texts to address the analytical thinking required by the Standards at each grade level.	
	2c) Materials provide tiered tasks or discussion routines for students to learn how to follow and appropriately challenge students at every level.	
Non-Negotiable 3: Building Knowledge: Materials build knowledge systematically through reading, writing, speaking and listening, and language study.	REQUIRED 3a) Materials provide a sequence or series of texts that build knowledge and vocabulary systematically through reading, writing, listening, and speaking. These texts are organized around a variety of topics at each grade level.	
	REQUIRED 3b) Materials provide instructions, clear design, and lightweight student accountability that guide instructors regarding how students will regularly engage in a volume of reading both assigned or texts of their own choosing.	
	3c) Materials provide opportunities that encourages talk among children, including discussions of print or digital texts.	
	3d) Materials provide instruction of morphology, including common word roots, inflections, prefixes, affixes and syntax.	
	3e) Materials that attend to word relations.	
	3f) Materials provide explicit instruction in both general academic and content area vocabulary during reading and disciplinary instruction.	
	3g) Materials provide a wide variety of reading that exposes them to rich and discipline-specific academic language, and provides the opportunity for vocabulary learning in the context of reading.	
	3h) Materials provide opportunities for students to use new vocabulary in a variety of contexts and modes.	

	3i) Materials include additional explicit instruction opportunities and practice for students who struggle and may be served via Tier 2/Tier 3 instruction within a <u>RTI/MTSS framework</u> .	
Non-Negotiable 4: Foundational Skills: Materials develop foundational reading skills systematically, using research based and transparent methods. <i>*Foundational</i> <i>Skills are only for Grades K-5.</i>	REQUIRED 4a) Materials provide explicit and systematic instruction and diagnostic support in concepts of print, letter recognition, phonemic awareness, phonics, word awareness and vocabulary development, syntax, and fluency in a research-based and transparent progression in each grade level.	
	REQUIRED 4b) K-2 materials include a variety of student reading material and activities that allows for systematic, regular, and frequent practice of all foundational skills. These materials Include decodable texts for students to practice the phonics skill they have learned in connected text to build automaticity and fluency.	
	REQUIRED 4c) Materials provide clear, well-structured diagnostic assessment protocols and materials for all foundational skills to guide instruction and remediation.	
	REQUIRED 4d) K-2 materials allow teachers to guide students to read with purpose and understanding and to make frequent connections between acquisition of foundational skills and making meaning from reading.	
	REQUIRED 4e) Materials provide opportunities for students to engage in a range and volume of reading to achieve reading fluency of grade-level text as required by the Foundational Skills Standards.	
	REQUIRED 4f) In grades K-2, materials provide instruction and practice in word study including pronunciation, roots, prefixes, suffixes and spelling/sound patterns, as well as decoding of grade level words, including high-frequency words, by using sound symbol knowledge and knowledge of syllabication and regular practice in encoding (spelling) the sound symbol relationships of English. (Note: Instruction and practice with roots, prefixes, and suffixes is applicable for grade 1 and higher.)	
	4f) In grades 3-5, materials provide instruction and practice in word study including systematic examination of grade-level morphology, decoding of multisyllabic words by using syllabication, and automaticity with grade-level regular and irregular spelling patterns.	
	REQUIRED 4g) Materials encourage students to self-monitor and to use context to confirm or self-correct word recognition and understanding, directing students to reread purposefully to acquire accurate meaning.	
	4h) Materials promote phonological awareness development particularly phonemic awareness development, through explicit explanation, demonstration, play with sounds in words, and engaged study of words. Please reference the General Education	

	Leadership Network's <u>Essential Instructional Practices in</u> <u>Early Literacy</u> (specifically Practices #4 & #5).	
	4i) Materials reflect the instructional advice presented in the recommendations within the IES <i>Foundational Skills</i> to Support Reading for Understanding in Kindergarten Through 3rd Grade <u>Practice Guide</u> .	
NON-NEGOTIABLE 5: Range and Quality of Text Materials reflect the distribution of text types and genres required by the Standards and are at the right text complexity for grade level, student, and task.	REQUIRED 5a) In grades K-8, materials include a balance of texts and instructional time of 50% literature and 50% informational text and includes both print and non-print texts. In grades 6-8, higher emphasis is placed on high quality non-fiction.	
	REQUIRED 5b) A large majority of texts included in the instructional materials reflect the text characteristics and genres that are specifically required by the Standards at each grade level.	
	REQUIRED 5c) For grades 3-5, support materials for the anchor text(s) provide opportunities for students to engage in a range and volume of reading to achieve reading fluency of grade-level complex text as required by the Foundational Skills Standards.	
	5c) For grades 6-8, support materials for anchor text(s) provide independent and choice reading selections of excerpts and full-length texts.	
	REQUIRED 5d) Materials include print and non-print texts of different formats (e.g. a range of film, art, music, charts, etc.) and lengths (e.g. short stories and novels).	
	5e) Grades K-2 sets of texts are thematically and conceptually related and offer opportunities for students to learn that they may not yet be able to experience independently. These texts also have child-friendly explanations of words.	
	5f) Grades 3-8 texts should include books and other materials connected to the children's interest and reflect children's background and cultural experiences, including for grades 3-5, class- and child-made books. Reading material should expose students to rich language and vocabulary learning.	
	5g) Range of complex text options (print or digital) in the materials that are available and appropriate for academically gifted and advanced readers.	
Non-Negotiable 6: Questions, Tasks, and Assignments Materials support students in building reading comprehension, in finding and producing the textual evidence to support their responses, and in developing grade- level academic language.	REQUIRED 6a) K-2: High-quality sequences of text-dependent questions designed for comprehension are prevalent in the materials, whether designed to be read aloud or accessed by students directly, and build to a deep understanding of the knowledge and central ideas of the text (including those selected for reading aloud).	

	6a) 3-8: High-quality sequences of text-dependent questions are prevalent in the materials and build to a deep understanding of the knowledge and central ideas of the text/s and units of study.	
	REQUIRED 6b) K-2: Questions and tasks in the materials designed for comprehension, whether designed to be read aloud or accessed by students directly, support students in understanding the academic language (vocabulary and syntax) prevalent in texts (including those selected for reading aloud).	
	6b) 3-8: Questions and tasks in the materials support students in understanding the academic language (vocabulary and syntax) prevalent in complex texts.	
	REQUIRED 6c) Materials integrate speaking and listening into lessons, questions, and tasks and build in frequent opportunities for collaborative discussions.	
	REQUIRED 6d) 3-8: Materials address grade-level standards for foundational skills by providing instruction and diagnostic support in phonics, word recognition, and fluency through a research-based and transparent progression to develop proficient readers.	
Non-Negotiable 7: Building Knowledge with Texts, Vocabulary, and Tasks Materials build students' knowledge across topics and content areas.	REQUIRED 7a) Materials regularly ask students to complete culminating tasks in which they demonstrate their knowledge of a topic.	
	REQUIRED 7b) Materials require students to engage in many shared (K-2 only), short, and focused research projects annually to develop students' knowledge in a range of areas and to enable students to develop the expertise needed to conduct research independently.	
	REQUIRED 7c) Materials include a cohesive, year-long plan for students to interact with and build academic vocabulary and increasingly sophisticated syntax.	
Non-Negotiable 8: Explicit Writing Instruction Materials provide explicit writing	REQUIRED 8a) Materials support students' developing writing skills over the course of the school year.	
instruction and guided practice using writing processes and strategies with opportunities to study text models of and write texts for a variety of purposes and audiences.	For K-2, this includes writing opportunities that are prominent and varied and reflect the types and purposes for writing.	
	For 3-8, this includes writing opportunities that are prominent and varied.	
	For 3-8: Materials focus on argument and informative writing in the specified proportions. Alternately, they may reflect blended forms in similar proportions (e.g., exposition and persuasion).	
	REQUIRED 8b) Materials provide opportunities to study text models of and write texts for a variety of purposes and audiences,	

	particularly opinion, informative/explanatory, and narrative texts.	
	8c) Materials include time and content for students to write across disciplines, including opportunities for students to write using digital tools.	
	REQUIRED 8d) Materials include explicit instruction of the grammar and conventions standards for grade levels as noted on pages 40-43 in the <u>NCSCOS</u> and as applied in increasingly sophisticated contexts, with opportunities for application both in and out of context. (<u>NC DPI</u> <u>Language Continuum Guides</u>)	
	REQUIRED 8e) Materials include explicit instruction around spelling strategies, capitalization, punctuation, and sentence construction.	
	8f) Materials provide explicit instruction in and practice using writing processes and strategies, particularly those involving researching, planning, drafting, revising, and editing.	
	8g) Materials provide interactive writing experiences as well as daily time for children to write in grades K-1.	
	REQUIRED 8h) Materials include explicit instruction in letter formation for manuscript and cursive (3rd - 5th grades)	
	8i) Materials include additional explicit instruction opportunities and practice for students who may be served via Tier 2/Tier 3 instruction within an <u>RTI/MTSS</u> <u>framework</u> .	
Non-Negotiable 9: Access to the Standards for All Students Materials are designed to provide thoughtful supports/scaffolds to support all students in accessing the NCSCOS	REQUIRED 9a) Teachers and students can reasonably complete the core content within a regular school year to maximize students' learning.	
	REQUIRED 9b) Materials regularly provide all students, including those who read, write, speak, or listen below grade level, or whose first language is other than English, with extensive opportunities to work with and meet grade-level standards.	
	REQUIRED 9c) Materials regularly include extensions and/ or more advanced opportunities for students who read, write, speak, or listen above grade level.	
	REQUIRED 9d) Materials regularly and systematically build in the time, resources, and suggestions required for adapting instruction to allow teachers to guide all students to meet grade-level standards (e.g., alternative teaching approaches, pacing, instructional delivery options, suggestions for addressing common student difficulties, remediation strategies).	

OBSERVATION & ASSESSMENTS

For each indicator, describe, to what extent, your organization can provide:

Criteria	Indicators of Superior Quality	Justification/Comments with Example/s
Non-Negotiable 1: Observation & Assessments Materials regularly and systematically offer assessment opportunities that genuinely	1a) Measurement of progress via assessments includes gradual release of supporting scaffolds for students to measure their independent abilities.	
measure progress on reading comprehension and writing proficiency as well as on mastery of grade-level standards. This progress includes gradual release of	1b) Aligned rubrics or assessment guidelines (such as scoring guides or student work exemplars) are included and provide sufficient guidance for interpreting student performance.	
supporting scaffolds for students to measure their independent abilities.	 1c) Materials use varied modes of assessment, including a range of diagnostic, pre-, formative, summative, and self-assessment measures. Includes formative/benchmark assessments to monitor progress in literacy development and to guide instructional decision-making (e.g., differentiated instruction, recommendations for additional support (Tier 2/Tier 3)) for all students, including adding additional supports for students performing below grade level and additional opportunities for enrichment. Diagnostic and ongoing assessments that can be used to collect data to identify where students need support, and to design intensive, systematic instruction that focuses on identified learning needs. 	
	1d) Materials assess student understanding of the topics, themes, and/or ideas presented in the unit texts. Questions and tasks are developed so that students demonstrate the knowledge and skill built over the course of the unit.	
	1e) Materials assess student proficiency using methods that are unbiased and accessible to all students.	
	1f) Materials include opportunities for teachers to provide explicit feedback where s/he points out what the learner is doing correctly and incorrectly, related to reading and writing development, building on earlier feedback using observation and other assessments.	
	1g) Materials prioritize observation during actual reading, writing, speaking and listening.	
	1h) Performance tasks and assessments align to the scope & sequence of the curriculum to use for instructional purposes.	

(Continued from previous page)	1i) Data collected on assessments are collected in a digital format that could be incorporated into PowerSchool and other district-aligned systems.	
	1j) Includes progress monitoring materials & resources that align to state and district benchmark data (e.g., DIBELS, TRC, NWEA).	
	1k) Adhere to the Non-Negotiable criteria within the Louisiana Believes Assessment Evaluation Tool for Alignment in ELA/Literacy, Grades 3-12	

MOTIVATION & ENGAGEMENT

Deliberate, research-informed efforts to foster motivation, engagement and social emotional learning within and across lessons to provide academic and life success such as resiliency, self-management, and responsible decision-making skills.

For each criterion, describe, to what extent, your organization can provide:

Criteria	Justification/Comments with Example/s
Materials provide daily opportunities for children to make choices in their reading and writing.	
Materials provide opportunities for children to use voice and choice in their learning, to know how they learn best.	
Materials provide regular opportunities for children to collaborate with peers in reading and writing, such as through small-group discussion of texts of interest and opportunities to write within group projects.	
Materials establish meaningful purposes for children to read and write beyond being assigned or expected to do so, such as writing for enjoyment/interest, to answer general or discipline specific questions about the natural and social world, to address community needs, or to communicate with specific audiences.	
Materials build positive learning environments that encourage children to be partners in the learning with the teacher to set and achieve goals as well as promote student independence.	
Materials attend to and cultivate student interest and create their awareness of self and others by connecting literacy experiences to students' family and community and how they relate to the world.	
Materials provide NCSCOS cross-curricular connections within the resource which combines content and skills from multiple disciplines into one engaging learning experience. Centering student reading around a particular topic (content area-informational) or theme (literary) can help make materials more meaningful or relevant.	
Materials provide opportunities for concept-based instruction for gifted and advanced readers.	
Materials provide opportunities for students to evaluate how they contributed to the learning.	

CAPACITIES OF CMS GRADUATE

Describe, to what fullness and regularity (low, medium, high), does your provided curriculum, instructional materials and professional learning, support the capacities of Charlotte Mecklenburg Schools desired qualities as outlined in the <u>Capacities of CMS Graduates</u>.

For each criterion, describe, to what extent (low, medium, high), your organization can provide:

Criteria	Criteria Justification/Comments with Exa		Example/s
They demonstrate independence. Students can, without significant scaffolding, comprehend and evaluate complex texts across a range of types and disciplines, and they can construct effective arguments and convey intricate or multifaceted information. Likewise, students are able independently to discern a speaker's key points, request clarification, and ask relevant questions. They build on others' ideas, articulate their own ideas, and confirm they have been understood. They demonstrate command of standard English and know when and where to use it. They acquire and use a wide-ranging vocabulary. They become self-directed learners, effectively seeking out and using resources to assist them, including teachers, peers, and print and digital reference materials. They make sense of problems and can persevere in solving them.	LOW	MEDIUM	HIGH
They build strong content knowledge. Students establish a base of knowledge across a wide range of subject matter by engaging with works of quality and substance. They become proficient in new areas through research and study. They read purposefully and listen attentively to gain both general knowledge and discipline-specific expertise. They refine and share their knowledge through writing and speaking.	LOW	MEDIUM	HIGH
They respond to the varying demands of audience, task, purpose, and discipline. Students adapt their communication in relation to audience, task, purpose, and discipline. They set and adjust purpose for reading, writing, speaking, listening, and language use as warranted by the task. They appreciate nuances, such as how the composition of an audience should affect tone when speaking and how the connotations of words affect meaning. They also know that different disciplines call for different types of evidence (e.g., documentary evidence in history, experimental evidence in science) and different application of skills in speaking, writing, reading and listening). Students take action to improve conditions, viewing themselves as players in the world and participating reflectively.	LOW	MEDIUM	HIGH
They comprehend as well as critique. Students are engaged and open-minded—but discerning—readers and listeners. They work diligently to understand precisely what an author or speaker is saying, but they also question an author's or speaker's assumptions and premises and assess the veracity of claims and the soundness of reasoning. They are skilled at asking questions about inequity and challenging the status quo. They are passionate about constructing their own knowledge.	LOW	MEDIUM	HIGH
They value evidence. Students cite specific evidence when offering an oral or written interpretation of a text. They use relevant evidence when supporting their own points in writing and speaking, making their reasoning clear to the reader or listener, and they constructively evaluate others' use of evidence while being mindful of diverse points of view.	LOW	MEDIUM	HIGH
They use technology and digital media strategically and capably. Students employ technology thoughtfully to enhance their reading, writing, speaking, listening, and language use. They tailor their searches online to acquire useful information efficiently, and they integrate what they learn using technology with what they learn offline. They are familiar with the strengths and limitations of various technological tools and mediums and can select and use those best suited to their communication goals.	LOW	MEDIUM	HIGH
They recognize and draw on their own perspective and culture. Students investigate the world beyond their immediate environment. Students are aware of and can articulate their own cultural worldview. Students recognize the culture and experiences they bring to learning are a key resource. Students from both dominant and non-	LOW	MEDIUM	нісн

(continued from previous page) dominant cultures are able to translate the logical structures of their knowledge and map them onto the school curriculum. Through this understanding of their own cultural perspective and the perspectives of others, students are able to facilitate their own learning.			
They come to understand other perspectives and cultures. Students appreciate that the twenty-first-century classroom and workplace are settings in which people from often widely divergent cultures, whom also represent diverse experiences and perspectives must learn and work together. Students actively seek to understand other perspectives and cultures through reading and listening, and they are able to communicate effectively with people of varied backgrounds. They evaluate other points of view critically and constructively. Through reading works of literature and nonfiction and informational texts representative of a variety of periods, cultures, and worldviews, students can vicariously inhabit worlds and have experiences much different than their own.	LOW	MEDIUM	нісн

PROFESSIONAL LEARNING AND SUPPORT

As well as a viable curriculum consisting of high quality instructional materials, CMS is specifically looking for a vendor that ensures implementation with integrity through *extensive* professional learning experiences and support. Use <u>Learning Forward's Standards for</u> <u>Professional Learning</u> as a springboard as well as <u>CMS's Best Practices for Professional Learning</u>.

For each criterion, describe, to what extent (low, medium, high), your organization can provide:

Criteria	Justification/Comments with Example/s		Example/s
Potential Vendor has the organizational structure, processes, and support capacity to provide engaging and interactive professional learning that considers the complexities of a large district to ensure adult capacity and student outcomes (i.e., moving beyond "train the trainer" models). Current research indicates at least 50+ hours of professional learning).	LOW	MEDIUM	HIGH
Provide a district support implementation plan and processes that includes program activation, implementation, and support, both short term (existing personnel) and long term (onboarding new personnel).	LOW	MEDIUM	HIGH
Provide differentiated tracks of professional learning for multiple adult audiences including: district leadership, specialists and coaches, school leadership, content teachers, English Language teachers, Exceptional Children teachers, gifted teachers, etc.	LOW	MEDIUM	HIGH
Professional learning that appeals to a wide variety of adult learning styles including, but not limited to: face-to-face, synchronous and asynchronous digital learning, micro-credentialing courses, job-embedded learning, etc.	LOW	MEDIUM	HIGH
Provide support through coaching through a variety of models (e.g., in-person, observation & feedback, virtual coaching meetings, modeling, PLC support, etc.).	LOW	MEDIUM	HIGH
Supporting professional materials should include videos, articles, research, teacher and student exemplars of work, modeled lessons that are based in real-world application and move beyond theory.	LOW	MEDIUM	HIGH
Potential Vendor focuses on increasing leader and educator effectiveness and improving the use of technology and data analytics.	LOW	MEDIUM	HIGH
Potential Vendor will provide a tool for teachers, literacy leads and central office staff to use to evaluate the professional development sessions. Potential Vendor will personalize professional development based on the data collected from evaluation.	LOW	MEDIUM	HIGH
Digital materials that are seamlessly compatible with the district's current technology platforms while simultaneously able to adapt to upcoming advances, such as providing, modifying, and creating customized resources to align to the needs to the district.	LOW	MEDIUM	HIGH
Professional learning that includes novice, intermediate and expert level development in content AND coaching.	LOW	MEDIUM	HIGH
Providing relevant district, state, national and international data that supports continuous, focused improvement. Professional Learning should include experiences that enhance data literacy and move participants to greater capacity for gathering and interpreting their own, PLC, school and district data.	LOW	MEDIUM	HIGH
Professional learning is grounded in the NCSCOS and Common Core Shifts to move all participants to greater pedagogical understanding, knowledge, and skills.	LOW	MEDIUM	HIGH

ASSURANCE OF ACCESSIBILITY STANDARDS

Assure materials are accessible to all students, including students identified as blind, visually impaired or print disabled. Assurance that materials are compliant with the standards, recommendations, and guidelines specified assists educators in the selection and use of accessible versions of materials that can be used with all students, including those with different kinds of challenges and assistive devices.

Criteria	Notes/Com	nments
Materials are available in PDF Format	YES	NO
Materials in ePUB Format	YES	NO
Materials are available in an accessible media format and includes alternate text or subtitles	YES	NO
Materials includes alternate text (image)	YES	NO
Materials includes captions and subtitles (video)	YES	NO
Materials include functionality that provide accessibility	YES	NO
Materials comply with <u>W3C</u> recommendations for web pages	YES	NO
Is a <u>508 compliant</u> website	YES	NO
Available in the National Accessible Instructional Materials Standard Format - Accessible XML	YES	NO
Complies with Audio/Video Cassette Production Standards	YES	NO
Complies with DVD/DVD-ROM Production Standards	YES	NO
Complies with Blue-ray Disk Production Standards	YES	NO
Complies with National Center for Accessible Media (NCAM) Guidelines for Movies, Web and Multimedia	YES	NO

For each criterion, describe, to what extent (yes, no), your organization can provide:

TECHNOLOGY PLATFORM AND HIGH-LEVEL ARCHITECTURAL DESIGN

Potential Vendor shall provide a detailed response to what extent they can support the specifications requested. Any additional information provided should clearly state the referenced technical specification in an organized and easily read format.

For each criterion, describe, to what extent (low, medium, high), your organization can provide:

Criteria	Justific	cation/Comments with	Example/s
Potential Vendor shall describe how their product handles authentication including single sign (SSO) on capabilities. A description of all supported SSO capabilities offered should be included in the response.	LOW	MEDIUM	HIGH
Potential Vendor shall describe how the product handles authorization. This should include a description of the authorization/security model as well as how role/group/scope changes can be automated.	LOW	MEDIUM	HIGH
Potential Vendor shall describe the capabilities of the application/service to automate rostering of students/teachers/staff. This description should include data formats and file transmission options.	LOW	MEDIUM	HIGH
Potential Vendor shall describe how their product handles account creation, additions and deletions for both student and staff users.	LOW	MEDIUM	HIGH
Potential Vendor shall describe how administrative functions are separated into different roles such as district, school, teacher, etc.	LOW	MEDIUM	HIGH
Potential Vendor shall describe how the methods and means by which the security of CMS data is ensured. Describe the methods and practices in place to protect against unauthorized access, destruction, use, modification and disclosure of CMS data.	LOW	MEDIUM	HIGH
Potential Vendor shall describe all personally identifiable information that is collected through use of the application, site or service and describe the method(s) by which that data is secured.	LOW	MEDIUM	HIGH
Potential Vendor shall describe the method by which a parent may exercise the right to inspect and amend a student's educational records stored in the application, site or service.	LOW	MEDIUM	HIGH
Potential Vendor shall fully describe technical requirements if application, site or service is hosted on-premises. Potential Vendor shall describe cloud-hosted delivery options for application, site or service.	LOW	MEDIUM	HIGH
Potential Vendor shall describe in detail all system and network requirements. This description shall include internet browser compatibility, third-party browser plug-in requirements, and end-user workstation minimum specifications.	LOW	MEDIUM	HIGH
Potential Vendor shall describe the capabilities of the application/service to be used on mobile tablet and smartphone devices, whether native or hybrid apps are available and for which mobile operating systems and versions.	LOW	MEDIUM	HIGH
Potential Vendor shall describe the product(s) support model for both technical and functional district support needs.	LOW	MEDIUM	HIGH
Potential Vendor shall describe their approach to converting and migrating data into and out of their solution.	LOW	MEDIUM	HIGH
Potential Vendor shall describe the reporting features for district and school-based administrators, teachers, and students. (Sample reports may be attached)	LOW	MEDIUM	HIGH

(continued from previous page) Potential Vendor shall describe the reporting feature on an individual student level including how the student is compared to like peers. (Sample reports may be attached)	LOW	MEDIUM	HIGH
Potential Vendor shall describe compliance with website accessibility requirements.	LOW	MEDIUM	HIGH
Potential Vendor shall describe how it complies with IMS Global standards for content including Common cartridge, QUI, and any unique integration solutions for learning management systems (Specifically Canvas)	LOW	MEDIUM	HIGH
Potential Vendor shall describe the methods or plans for data deletion upon termination of the agreement.	LOW	MEDIUM	HIGH

OTHER RESPONSIBILITIES

For each criterion, describe, to what extent (yes, no), your organization can provide:

Criteria	Notes/Comments
Potential Vendor shall review-the North Carolina Standard Course of Study (NCSCOS) and Common Core Shifts for ELA/Literacy K-8 as outlined in the <u>Instructional Materials</u> <u>Evaluation Tool (IMET)</u> located at: and certify that their proposal is compatible and compliant.	YES NO
Potential Vendor shall understand how teachers are provided guidance on the why and how of the instructional practices aligned to the standards and shifts within the resource and certify that their proposal is compatible and compliant.	YES NO
Potential Vendor shall provide product development plans, technical architecture, and implementation approaches that can support a district of this size, to better predict implementation and professional development support.	YES NO
Potential Vendor shall provide fidelity checks (e.g., walk-through, observation tools) that include metrics as part of the implementation plan.	YES NO
Potential Vendor shall provide materials that are easy to use and well organized for students and teachers. Teacher editions are concise and easy to manage with clear connections between teacher resources. The reading selections are centrally located within the materials and the center of focus.	YES NO
Research conducted by objective third party is included that demonstrates the effectiveness of the curriculum.	YES NO
Potential Vendor shall have a comprehensive, independent evaluation. CMS strongly prefers evaluations conducted by EdReports (www.edreports.org), an independent nonprofit designed to improve K-12 education that offers reviews of K-12 instructional materials that focus on alignment to college and career-ready standards and other indicators of high quality as recommended by educators. CMS reserves the right to consider other external independent evaluations comparable to EdReports, but such independent evaluations must be robust and comparable in scale, depth, and methodology. For materials that have EdReports ratings (using Gateways described on EdReports.com). CMS reserves the right to reject products that do not meet expectations for Text Quality or Building Knowledge.	YES NO

REQUIREMENTS

The following requirements shall be provided by vendor in an organized, easily identifiable manner that allows for quick reference.

For each criterion, describe, to what extent, your organization can provide:

Criteria	Comments/Links to Examples
Vendor Profile Potential Vendor shall provide company profile information (company background, number of employees, type of company, financial information, capacity for handling services, location of company)	
Vendor Experience Potential Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to the Charlotte Mecklenburg School district. Potential Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.	
Vendor Plan for Implementation Describe your implementation methodology and approach to resources including options to train district implementation staff to the end user including any learning videos, handouts, and other implementation resources that may be made available online. Include a plan for teacher development of your defined resources that meets the diverse strengths and needs of our teachers.	
Technical Approach Potential Vendor's proposal shall include, in narrative, outline and/or graph form the Potential Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this document. A description of each task and deliverable and the schedule for accomplishing each shall be included.	
Materials to Sample Publishers are required to send materials which include: special instructions, written correlations, publisher's presentation, and samples of the major tool (student edition and teacher edition) in an electronic or digital format. These samples must be in final form (i.e., must be the product that will be available to the district).	

Organization of electronic information must be in the following manner utilizing the existing format of questions above in PDF form and any external drives required to demonstrate your information.

Requirements - Page 19 Instructional Materials – Page 3-8 Observation and Assessment – Page 9-10 Motivation and Engagement – Page 11 Capacities of CMS Graduate – Page 12-13 Professional Learning and Support – Page 14 Assurance of Accessibility Standards – Page 15 Technology Platform and High Level Architectural Design – Page 16-17 Other Responsibilities – Page 18 Supplemental Information as needed

ACKNOWLEDGEMENT FORM

RFI #163-02072019-1-TB, Grades K-8 English Language Arts Core Curriculum Solution

Although not mandatory, we request that this form be completed upon receipt of CMS' Request for Information package and emailed in time for CMS to receive it by or before February 15, 2019.

Please email or mail the completed Request for Proposals Acknowledgement Form to the attention of:

Anthony Becker, Procurement Services,

4421 Stuart Andrew Blvd., Charlotte, NC 28217

980-343-6390 (phone) anthonya.becker@cms.k12.nc.us

ACKNOWLEDGEMENT FORM

RFI #163-02072019-1-TB, Grades K-8 English Language Arts Core Curriculum Solution

	Date:
Α.	The undersigned service provider hereby certifies receipt of the Request for
	Proposals package for the Charlotte-Mecklenburg Board of Education, Charlotte,
	North Carolina RFI #, "Temporary Employment
	Services for Nutrition Services Cafeteria."
	Authorized Signature:
	Company Name:
	Company Address:
В.	Please check the appropriate space provided below and provide the requested information:
	We plan to submit a Proposal in response to RFI
	"Grades K-8 English Language Arts Core Curriculum Solution."
	ct Name:
ontact phone	:: Fax number:
econdary Coi	ntact Name:
ontact E-mai	l address:
ontact phone	:: Fax number:
	We do not plan to submit a Proposal in response to RFI #
	"Grades K-8 English Language Arts Core Curriculum Solution."
eason:	

D. RFI Process

Potential Vendors are requested through this RFI to provide information regarding K-8 comprehensive ELA curriculum solution as listed under the "Objectives of this RFI" section above. Certain vendors will be requested as a result of this RFI to engage in deep discussion, demonstration, and field testing of their proposed solution. The discussions will be scheduled during the Winter & Spring & of 2019. This RFI does not obligate CMS to any purchase or to any action as a result of the information received. If selected for the demonstration (vendor review) process, selected companies will receive additional follow-up questions and information to be addressed at the demonstration in Winter of 2019.

E. Proposed Schedule

The anticipated schedule for this review process (subject to change based on the preferences and needs of CMBE) is to conduct an intensive vendor meetings/discussion process during Winter/Spring 2019.

The table below shows the *intended* schedule for this RFI. CMS will make every effort to adhere to this schedule.

Event	Responsibility	Date
Post RFI to IPS website	CMS	02.07.2019
Submit Initial Written Questions	Potential Vendor	02.15.2019
Provide Response to Questions	CMS	02.22.2019
Submit Documentation associated with RFI	Potential Vendor	03.05.2019

F. Cost for Proposal Preparation

THIS IS A REQUEST FOR INFORMATION ONLY. This RFI is issued solely for the information and planning purposes – it does not constitute a Request for Proposal (RFP) or a promise to issue a RFP in the future. This request for information does not commit Charlotte Mecklenburg Schools (CMS) to contract for any service whatsoever. Invitees are advised that CMS will not pay for any information or administrative costs incurred in response to this RFI; all cost associated with responding to this RFI will be solely at the interested party's expense.

G. Reference to Other Data

Only information, received in response to this RFI, will be evaluated; reference to information previously submitted shall not be evaluated.

H. Organization's Background and Experience

Please answer the following request for information as completely as possible, placing your answer immediately after the request to which it applies. If the answer to a particular request is not applicable to your situation, please indicate "not applicable." **If you wish to add supplemental information, it should be labeled "Supplemental Information."**

Official Name.

Provide the legal name and address of the organization and state of incorporation submitting the Information. Also provide the legal name of all proposed subcontractors or joint venture partners.

Company Background.

Provide an overview and history of your organization. How long has the company been in business? What types of services does the organization perform?

Financial and Legal Considerations.

- Is there, or within the latest three (3) years has there been, any litigation or governmental or regulatory proceeding pending or threatened against your organization that might have a bearing on your ability to provide services to CMS? If so, identify and describe each such litigation or proceeding.
- Identify all lawsuits filed during the past five (5) years in which a business or government customer of your organization has claimed that your organization failed to properly provide any aspect of the type of services requested by this RFI.
- For each entity identified, specify the entity's total revenue for each of the past three years, the current number of employees, and any other information that you want CMS to consider in assessing your organizations financial viability and capacity to perform a project of this nature. For each entity identified in Section provide documents sufficient for CMS to verify the entity's financial status (*e.g.*, the proposal could include, to the extent available, audited financial statements for the past three years, annual reports for the past three years, 10-K reports for the past three years).
- Provide any additional financial information that you would like to have CMS to consider in evaluating the financial stability of your organization as described in this RFI.
- Indicate whether you or your organization has ever been terminated from continuing, or disqualified from performing a contract for CMS. If you or your organization has been terminated or disqualified, provide the date of termination or disqualification, the project, and the reasons for the termination or disqualification.

- Indicate whether you or your firm has ever been disqualified from performing work for any contract other than for CMS. If you or your organization has been terminated or disqualified, provide the date of termination or disqualification, the project, and the reasons for the termination or disqualification.
- Indicate whether, at the time of submitting the Information, whether you or your organization is ineligible to bid on, or be awarded a similar contract in another school district.
- Indicate whether you or your organization or any of its owners/partners or officers ever been associated with a firm that was charged with or convicted of a crime involving any federal, state, local law or regulation related to the type of services requested in the RFI. If applicable, provide a description of each charge or conviction.
- Indicate whether you or your firm has had any claims, disputes ending in mediation, arbitration or litigation associated with any project (either by your company or against your company) in the past five years that has not been settled/adjudicated in your favor. If applicable, attach a description of each such instance including details of total claim amount, settlement amount and owner's name and phone number.
- Indicate whether you or your firm has been terminated for cause on any project within the past ten years that was not adjudicated in your favor. If applicable, attach a description of each instance.

I. CMS Facts

Charlotte Mecklenburg Schools (CMS) is the nation's seventeenth largest school district in the nation and the second largest district in the state of North Carolina, with 112 elementary schools, 43 middle schools, 32 high schools. CMS offers an extensive range of magnet programs in 37 of these schools to nurture the talents of students who have interest and ability in specific areas. CMS serves over 150,000 students throughout the cities and towns of Mecklenburg County and provides support to ~5000 K-8 teachers & support personnel in grades K-8.

CMS is proud of its diverse mix of students who represent 160 different countries and various cultural and ethnic backgrounds. Of these 150,000+ students are; 37% African American, 27% white, 25% Hispanic, 7% Asian. Of these students 29% are English Learners, 9% are students with disabilities and 10% are Academically Gifted.

J. Contacts

Upon review of the RFI documents, Partners may have questions to clarify or interpret the RFI in order to submit the best information possible. To accommodate questions, Partners shall submit any such questions by the above due date.

Emailed questions shall be directed to the following using "K-8 ELA RFI Question from <Submitting Vendor name>" in the subject line to: <u>anthonya.becker@cms.k12.nc.us</u>. Only emailed correspondence is allowed so that a written record of communication is created and shared openly.

SUBMITTION OF RFI 163-02072019-1-TB

INSTRUCTIONS TO RESPONDERS:

 Partners should provide information by March 5, 2019 @ 2pm for furnishing services described herein. Electronic versions should be emailed to <u>anthonya.becker@cms.k12.nc.us</u> with "K-8 ELA RFI Submission from <Vendor name>" in the subject line.

Faxes copies will not be accepted.

Please mail three (3) original hard copies to arrive by March 5, 2019 @ 2pm to the address below. Copies must reference K-8 ELA - RFI 163-02072019-1-TB.

Charlotte Mecklenburg Schools Procurement Department – RFI 163-02072019-1-TB 4421 Stuart Andrew Blvd, Suite 210 Charlotte, NC 28217 Attn: Tony Becker, Purchasing Agent - K-8 ELA

2. The submitted Information shall include the items outlined below. CMS desires that all Information be identical in format to facilitate comparison. A minimum of two copies of the information should be submitted with at least one original (3 total). Accordingly, it is important that you submit your Information in the format described below:

- All submitted Information shall be 8 1/2" x 11" format with all standard text no smaller than 11 points. All original submissions should use one-sided copying with tab dividers corresponding to the content requirements specified above.
- All copies of the information shall be one-sided copies with tab dividers corresponding to the content requirements specified above.
- Failure to submit information requested in this RFI may result in the elimination of your organization's Information from further evaluation. CMS may exercise that right in its sole discretion.
- Failure to follow the required format may result in you or your organization's Submitted Information being rejected as non-responsive to this RFI. CMS may exercise that right in its sole discretion. You may, however, reduce the repetition of identical information within several sections of the RFI by marking the appropriate cross references to other sections of the RFI, appendices for certain samples of advertising/marketing materials, required forms, or technical or financial information.
- Compliance with Regulation DJ-R Purchasing/Contracting. Appendix 1. Federal Fund Requirements. III General Procurement Standards and Procedures. <u>http://my.cms.k12.nc.us/departments/finance/Documents/Purchasing%20Regulation-DJ-Rwith%20appendix%20JD1nohighlightupdate.pdf</u>

3. Cover Letter

The cover letter shall provide the name, address, telephone and facsimile numbers, and email address of the Potential Vendor along with the name, title, address, telephone and facsimile numbers, and e-mail address of the individual that has the authority to discuss with CMS.

Qualifications and References

Provide a description of you or your organization's qualifications and references in conducting K-8 Grade English Language Arts Curriculum for public schools and similar organizations.

Background of the Vendor

- Provide background and services your organization is offering and support personnel, including professional qualifications and length of time working in Partner's capacity.
- Relevant experience of the Partner as it relates to the scope of services contemplated by the RFI.
- Include specific experience with public entity clients, especially large municipalities. If the Partner has provided services for the Board of Education/CMS in the past, identify the name of the project and the department for which the Partner provided those services.
- Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this Project.
- The Partner shall provide three (3) to five (5) references, preferably from municipalities, for whom the Partner has provided services. Include a current phone number for each reference.

4. CMS will review all information supplied and schedule a discussion session if it is determined that your solution suits the needs of CMS.

5. Discussions and demonstrations will be scheduled as needed to cover all areas specified in the general requirements.

Charlotte-Mecklenburg Board of Education Procurement Services C/o Tony Becker – K-8 ELA Purchasing Agent 4421 Stuart Andrew Blvd, Suite 210 Charlotte, NC 28217 (980) 343-6390 anthonya.becker@cms.k12.nc.us



Solicitation Information December 4, 2018

RFI# 7597670

TITLE: Professional Learning Providers for the Educator Course Network

SUBMISSION DEADLINE: January 7, 2019 at 2:00 PM (ET)

Questions concerning this solicitation must be received by the Division of Purchases at **gail.walsh@purchasing.ri.gov** no later than **Monday, December 17, 2018 at 5:00 PM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the **RFI#** on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

GAIL WALSH CHIEF BUYER

Applicants must register on-line at the State Purchasing Website at <u>www.purchasing.ri.gov</u>

Note to Applicants:

Responses received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the RI Department of Education (RIDE), is soliciting informational responses from qualified firms to provide professional learning services, in accordance with the terms of this Request for Information and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases' website at <u>www.purchasing.ri.gov</u>.

Instructions and Notifications to Offerors:

- 1. Potential vendors are advised to review all sections of this RFI carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the response.
- 2. The State invites comments, suggestions and recommendations from potential vendors and other interested parties on any questions or issues raised in this RFI. Please note it is not a requirement to answer all questions.
- 3. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFI are solicited.
- 4. This is a Request for Information ("RFI"), and as such no award will be made as a result of this solicitation.
- 5. All costs associated with attending the pre-solicitation conference and/or developing or submitting responses to this RFI, or providing oral or written clarification of the content of a response shall be borne by vendors. The State assumes no responsibility for any costs.
- 6. Responses misdirected to other locations, or which are otherwise not present in the Division of Purchases at the above stated date/time of opening for any cause will be determined to be late and shall not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.
- 7. Vendors are advised that all materials submitted to the State for consideration in response to this RFI shall not be considered to be public records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island unless and until there is a contract award through a subsequent, related procurement.
- 8. Interested parties are instructed to monitor the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released as addenda.

SECTION 2. REQUEST FOR INFORMATION

This RFI outlines the type of information being solicited and response structure requested from potential respondents.

A. <u>Background</u>

The State is considering issuance of a Request for Proposals ("RFP") from qualified vendors to establish an Educator Course Network Some of the goals of the upcoming RFP will be to:

RIDE is interested in creating a listing of professional learning providers that quickly and clearly conveys important information about potential partners for districts that are seeking third-party support in meeting their professional learning needs. Providers will be vetted for their alignment with key aspects of the Rhode Island Professional Learning Standards, including evidence of their ability to positively impact educator and student outcomes. RIDE intends to call this listing the Educator Course Network (ECN), and anticipates that its creation will significantly ease the burden of locating effective third-party professional learning providers for districts and schools while also allowing vendors to easily share information about their services with a wide audience.

In issuing this RFI, RIDE is seeking to understand how applicants will respond to potential questions designed to determine entry into the ECN. Seeing the responses from potential providers will allow RIDE to ensure the questions posed are surfacing the information RIDE is seeking. Responses to the RFI will also allow RIDE to ensure the final application for the ECN does not systematically exclude providers based on characteristics other than what RIDE is intentionally setting forth as criteria for entry to the network.

This RFI is designed to elicit responses from multiple types of organizations and individuals that can provide professional learning aligned to the <u>Rhode Island Professional Learning Standards</u> (RIPLS) and have a demonstrated record of successfully improving educator and student outcomes. RIDE anticipates both professional learning vendors and districts/schools will benefit from the creation of a centralized listing of providers that meet these criteria. Vendors will have the opportunity to share information about their offerings through the Educator Course Network (ECN), and districts/schools will have access to a substantial list of potential providers as well as key information about those providers that will help them to make wise choices with their limited financial resources.

RIDE anticipates the ECN as an online platform, consisting of two levels of information. Users (districts and schools) encounter a searchable menu of providers organized by content and type of professional learning. A user can click on any provider name for additional details. Details include: a description of the organization, a description of professional learning services, the evidence of impact, cost structures, and contact information for the organization.

In order to participate in the ECN, providers will meet certain criteria set by RIDE, based directly on the RIPLS. It is possible that an organization may provide some services that are in alignment with these criteria and others that are not. Only services meeting the criteria set forth may be listed on the ECN.

Professional learning providers will be asked to provide evidence to establish that their services:

- A. Are sustained over time (RIPLS 3.2)
- B. Are relevant to participants' professional context and day to day practice (RIPLS 6.1)
- C. Provide opportunities for practice, feedback, and reflection (RIPLS 6.2)
- D. Incorporate strategies for the active engagement of learners (RIPLS 7.2)
- E. Are led by facilitators with relevant expertise and skill (RIPLS 8.1)

In addition to the requirements listed above, RIDE will seek additional information in three areas. This information is being gathered to help districts and schools when they are making decisions about which providers they may wish to pursue partnerships with.

F. Evidence of Impact (RIPLS 4): providers will be asked to provide evidence of the impact of their professional learning services on past participants. This evidence must include measures for participating educators and/or their students. The focus of evidence (i.e. student or teacher) and the overall strength of evidence (i.e. satisfaction surveys vs. changes in student outcomes) may be included in the initial menu of providers districts/schools see, as well as the detailed provider pages.

If a provider does not have evidence of past impact, they will be required to explain how they are going to obtain this evidence moving forward and will be asked to report collected evidence over time to maintain listing in the ECN.

Evidence will be categorized into the four levels below (drawing from Gusky's (2002) Five Levels of Professional Development Evaluation):

- a. Evidence of participant reactions or self-perceptions of skill (e.g. satisfaction surveys)
- b. Evidence of participants' learning (e.g. demonstration of new skill)
- c. Evidence of change in teacher practice (e.g. walkthrough data)
- d. Evidence of impact on student learning (e.g. student assessment data)
- G. Alignment with High Quality Curriculum (RIPLS 6.3): Finally, RIDE may give priority to providers whose professional learning offerings are explicitly linked to the curriculum educators are using in their instruction of students. RIDE is particularly interested in providers that can facilitate job-embedded professional learning (such as coaching or PLCs) focused on the implementation of high-quality curriculum materials. This priority

status will likely take the form of a special indicator on the initial menu of providers. Please note, only professional learning targeting ELA or math curriculum that is highly rated via EdReports may be eligible for this priority status. As trusted third-party reviews of other content become available, professional learning linked to curricula in those content areas will also be eligible for priority status.

As stated above, RIDE is issuing this RFI to better understand how potential providers will respond to the content and form of the questions it intends to ask in order to establish membership in the Educator Course Network. Answering the prompts below as completely as possible will help RIDE to ensure it is getting the information needed to appropriately determine who may participate in the ECN while also making sure we are not unintentionally excluding providers based on unanticipated characteristics.

The State requests that respondents provide information related to the following:

1. Description of Provider and Qualifications of Facilitators

Provide a brief (200 words) description of the provider, including the focus area(s) of the professional learning services you provide (e.g. math, ELA, school climate, personalized learning, supporting ELL students, etc.). Provide resumes or curriculum vitae (two-page limit) for staff responsible for overseeing and providing proposed professional learning.

2. Types and Frequency of Professional Learning

Use the table below to outline the types of learning support you provide and the typical frequency of this support.

Type of Professional Learning (i.e. coaching, workshops, consulting, etc.)?	How frequently do you typically provide this support (i.e. daily, weekly, monthly, etc)?	Who is the intended audience for this support (i.e. district staff, coaches, teachers, etc.)?	When do you typically provide this support (i.e. summers, PD days, during school day, etc.)?

3. Alignment with RIPLS

Briefly (500 word limit) describe how you accomplish (or will accomplish) the following with regard to your professional learning offerings:

- a. How you ensure offerings are relevant to participants' context(s) and day to day practices.
- b. How you provide opportunities for practice, feedback, and reflection.
- c. How you ensure the active engagement of adult learners.
- d. How you ensure learning is sustained over time.

4. Evidence of Impact

Provide evidence of the impact of past professional learning your organization has conducted. Evidence will be categorized according to the levels described above. Providing evidence only at lower levels will not exclude organizations from the ECN, but this information will be available to potential client districts/schools.

NOTE: Providers that do not have evidence of past impact should instead specify how they will gather this evidence moving forward.

5. Alignment to High Quality Curriculum

If you are focusing your professional learning on Math or ELA, is your professional learning explicitly linked to a curriculum that is highly rated (i.e. green) via EdReports? If so, which? If no, are you able to explicitly link your professional learning to such a curriculum and how would you accomplish this? 200 words or fewer.

B. <u>RFI Response</u>

The following outline is intended to standardize and structure responses for ease of analysis. *Do NOT include a cost proposal with the RFI response as cost shall not be considered with this RFI.*

• Response to the requirements outlined in Section 2.A.

SECTION 3. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at <u>gail.walsh@purchasing.ri.gov</u> no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFI# 7597670** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all

interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 4. RESPONSE CONTENTS

- A. Responses shall include the following:
 - 1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at <u>www.purchasing.ri.gov.</u> Do not include any copies in the response.
 - 2. Response describing the requirements and concept for this potential project, and all information described earlier in this solicitation. The response is limited to ten (10) pages.
 - a. One (1) Electronic copy on a CD-R, marked "Response Original".
 - b. One (1) printed paper copy, marked "Response -Original" and signed.
 - c. Four (4) printed paper copies
- B. Formatting of proposal response contents shall be as follows:
 - 1. Formatting of CD-Rs Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor's name
 - b. RFI #
 - c. RFI Title
 - d. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files must be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB drives or other forms of electronic media shall not be accepted. Please note that vendor CD-Rs shall not be returned.

- 2. Formatting of written documents and printed copies:
 - **a.** For clarity, the response shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
 - **b.** All pages on the response are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover

page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the response section and the attachment title should reference the response section it is applicable to.

c. Printed copies are to be only bound with removable binder clips.

SECTION 5. RESPONSE SUBMISSION

Interested vendors must submit responses to provide information covered by this RFI on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked "**RFI# 7597670 Professional Learning Providers for Educator Course Network**" to:

> RI Dept. of Administration Division of Purchases, 2nd floor One Capitol Hill Providence, RI 02908-5855

SECTION 6. DISCLAIMER

This Request for Information is solely for information and planning purposes and does not constitute a request for proposal or an invitation to bid. All information received in response to the RFI and marked as "Proprietary" shall be deemed to be confidential but may still be subject to disclosure pursuant to the Rhode Island "Access to Public Records Act, R. I. Gen. Laws § 38-2-1, *et seq.*... Responses to the RFI will not be returned.

END

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES DE ELA/Literacy & Mathematics High Quality Professional Learning ISSUED BY DELAWARE DEPARTMENT OF EDUCATION CONTRACT NUMBER 2020-06

Contents:

- I. Overview
- II. Scope of Services
- III. Required Information
- IV. Professional Services RFP Administrative Information
- V. Contract Terms and Conditions
- VI. RFP Miscellaneous Information
- VII. Attachments

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Appendix B - SCOPE OF WORK

Appendix C - DELAWARE STATE LITERACY PLAN

** Ctrl+Click on the headings above will take you directly to the section.

I. Overview

The State of Delaware Department of Education, seeks professional services to provide professional learning and coaching to educators in the science of reading and/or for the successful adoption and implementation of high-quality instructional materials (HQIM) in schools throughout Delaware. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ <u>6981 and 6982</u>.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date:	December 12, 2019
Deadline for Questions	Date:	January 14, 2020
Response to Questions Posted by:	Date:	January 21, 2020
Deadline for Receipt of Proposals Time)	Date:	February 4, 2020 at 2:00 PM (Local
Estimated Notification of Award	Date:	March 2020

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which

the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

Reference Appendix B.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

- 2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
- 3. Complete all appropriate attachments and forms as identified within the RFP.
- **4.** Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).

B. General Evaluation Requirements

- 1. Company Background and Experience
- 2. Approach and Methodology
- **3.** Proposed Staff Qualifications
- 4. Cost

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 Del. C. §6981.

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at <u>www.bids.delaware.gov</u>. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Meaghan Brennan DE Department of Education, Finance Office 401 Federal Street, Ste. 2 Dover, DE 19901

Email: Meaghan.Brennan@doe.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or

suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- **a.** Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- **b.** Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- **c.** Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- **d.** Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- **f.** Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **6** paper copies including a price proposal and **2** electronic copies on separate USB memory drives. For electronic copies, please provide a separate pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM (Local Time)** on **February 4, 2020**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Meaghan Brennan DE Department of Education, Finance Office, Rm. 275 401 Federal Street, Ste. 2 Dover, DE 19901

Vendors are directed to clearly print "BID ENCLOSED" and "CONTRACT NO. 2020-06" on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. **Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through one year from the date of proposal receipt. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with <u>Executive Order # 31</u> and Title 29, Delaware Code, <u>Chapter 100</u>.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, <u>29 Del. C. § 10001, et seq.</u> ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an

equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. <u>The prime vendor shall be wholly</u> responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

15. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **January 14, 2020**. All questions should be posted on DDOE's website at: https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home. All questions will be consolidated into a single set of responses and posted on both DDOE's website, as well as the State's website at www.bids.delaware.gov by the date of **January 21, 2020**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* <u>§ 6986</u>, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

21. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

22. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at <u>www.bids.delaware.gov</u>. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Failure to notate exceptions will waive Vendor's ability to negotiate the specifications, terms or conditions outlined in this RFP. Acceptance of exceptions is within the sole discretion of the evaluation committee.

24. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

25. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other

than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

26. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Associate Secretary of Financial Management and Operations, who

shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § <u>6982(b)</u>, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Company Background and Experience	25%
Approach and Methodology	45%
Proposed Staff Qualifications	20%
Cost	10%
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter <u>6904(e)</u> Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval

for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for up to 15 months with four optional extensions for a period of one (1) year for each extension.
- b. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
- **c.** The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- **d.** The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- e. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- f. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- **g.** If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

- **h.** The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- i. Vendors are not restricted from offering lower pricing at any time during the contract term.

5. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

7. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

8. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware sout of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any

separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § <u>2502</u>.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

DELAWARE DEPARTMENT OF EDUCATION FINANCE OFFICE, RM. 275 401 FEDERAL STREET, SUITE 2 ATTN: MEAGHAN BRENNAN

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- **a.** Procure the right for the State of Delaware to continue using the Product(s);
- **b.** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- **c.** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any

act of omission on the part of the vendor in their negligent performance under this contract.

- 2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- **3.** During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - **a.** Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - **b.** The successful vendor must carry at least one of the following depending on the scope of work being delivered.
 - i. Medical/Professional Liability \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability \$1,000,000 per occurrence/\$3,000,000 aggregate
 - **c.** If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

- ii. Automotive Property Damage (to others) \$25,000
- **4.** The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
- 5. The State of Delaware shall not be named as an additional insured, <u>BUT</u> must be named as a Certificate Holder.
- 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. BID BOND

There is no Bid Bond Requirement.

j. PERFORMANCE BOND

There is no Performance Bond requirement.

k. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

I. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

o. Dispute Resolution

At the option of, and in the manner prescribed by the Delaware Department of Education, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, Delaware Department of Education elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by Delaware Department of Education, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Delaware Department of Education Secretary for final and binding arbitration. Delaware Department of Education reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration or litigation, including attorneys' fees.

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Delaware Department of Education.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or

action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

q. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section <u>711</u>, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

r. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

s. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter.

Failure to adhere to this requirement is cause for elimination from future consideration.

t. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Delaware Department of Education.

u. Personnel, Equipment and Services

- 1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- 2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- 3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. Fair Background Check Practices

Pursuant to 29 Del. C. <u>§6909B</u>, the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. <u>§711(g)</u> for applicable established provisions.

Pursuant to 31 Del. C. §309, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

w. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

 Delaware Sex Offender Central Registry at: <u>https://sexoffender.dsp.delaware.gov/</u>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

x. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. <u>§6908(a)(6)</u>, effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. <u>§6962</u>.

Final publication of the identified regulations can be found at the following: <u>4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees</u> <u>Working on Large Public Works Projects</u>

y. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

aa. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1. the laws of the State of Delaware;
- 2. the applicable portion of the Federal Civil Rights Act of 1964;
- **3.** the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- **4.** a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

bb. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

cc. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

dd. Technology Standards

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at https://dti.delaware.gov/about-dti/boards-andcommittees/arb-templates/. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at http://dti.delaware.gov/information/standards-policies.shtml, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards. Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with DTI standards.

ee. Accessibility Standards

If services or products provided by selected Vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, Vendor shall be responsible for ensuring that any such technology satisfies the Department's Accessibility requirements. In general, all EIT systems must be free of errors and warnings for Level AA of the WCAG 2.0 standard. A complete Statement of Accessibility Requirements for the Department is available at <u>https://www.doe.k12.de.us/Page/3458</u>. EIT is defined at FAR 2.101, which is available at <u>https://www.acquisition.gov/browsefar</u>. Please note that EIT includes Information Technology, also defined at FAR 2.101.

Vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of DDOE by the Vendor in the execution of this contract, including any equipment, software, services, or commercial products. An existing VPAT is acceptable as long as it corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. A sample VPAT template is included as an attachment to this RFP. DDOE reserves the right to request an updated VPAT if Vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. All VPATs must be approved by DDOE prior to production deployment of EIT.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, Vendor shall, at its expense and option either (1) modify it to conform, or (2) provide a mechanism for equally effective alternative access. In the case of (2), Vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Department. A sample EEAAP template is included as an attachment to this RFP. Vendor shall be and remain liable in accordance with the terms of this

Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with the Department's <u>published accessibility</u> <u>standards</u>.

ff. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

gg. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

hh. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

ii. IRS 1075 Publication

Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees]

in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

jj. Other General Conditions

1. Current Version – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.

- 2. Current Manufacture Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- **3. Volumes and Quantities** Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4. Prior Use The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- 5. Status Reporting The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6. Regulations All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- **7. Assignment** Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- 8. Changes No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- **9. Billing** The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- 10. Payment The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- **11. W-9** The State of Delaware requires completion of the <u>Delaware Substitute</u> Form W-9 through the Supplier Public Portal at <u>https://esupplier.erp.delaware.gov</u> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
- **12. Purchase Orders** Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **2020-06** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 13. Purchase Card The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.

14. Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, will and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 No Proposal Reply Form
- Attachment 2 Non-Collusion Statement
- Attachment 3 Exceptions
- Attachment 4 Confidentiality and Proprietary Information
- Attachment 5 Business References
- Attachment 6 Subcontractor Information Form
- Attachment 7 Office of Supplier Diversity Application FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICIATION.
- Attachment 8 Delaware Department of Education Standard Contract Template
- Appendix A Minimum Response Requirements

- Appendix B Scope of Work / Technical Requirements
- Appendix C Delaware State Literacy Plan

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IMPORTANT – PLEASE NOTE

• Attachments 2, 3, 4, and 5 must be included in your proposal

• Attachment 6 must be included in your proposal if subcontractors will be involved

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov).

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. 2020-06 Contract Title: DE ELA/Literacy & Mathematics High Quality Professional Learning

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- 1. We do not wish to participate in the proposal process.
 - 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
- 3. We do not feel we can be competitive.
 - 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the State. Our objections are:
- 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other:______

 FIRM NAME
 SIGNATURE

 We wish to remain on the Vendor's List for these goods or services.

 We wish to be deleted from the Vendor's List for these goods or services.

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.: 2020-06 CONTRACT TITLE: DE ELA/Literacy & Mathematics High Quality Professional Learning DEADLINE TO RESPOND: February 4, 2020 at 2:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Department of Education.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Education.

COMPANY NAME	Check one)	Partnership
NAME OF AUTHORIZED RE	PRESENTATIVE	Individual
	or print)	
SIGNATURE	TITLE	
COMPANY ADDRESS		
PHONE NUMBER	FAX NUMBER	
EMAIL ADDRESS		
FEDERAL E.I. NUMBER	STATE OF DELAWARE LICENSE NUMBER	
COMPANY	Certification type(s)	Circle all that apply
CLASSIFICATIONS:	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
CERT. NO.:	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
[The above table is for informational	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No
PURCHASE ORDERS SHOULD BE (COMPANY NAME) ADDRESS	SENT TO:	
CONTACT		
PHONE NUMBER	FAX NUMBER	
	past five years, has your firm, any affiliate, any predecessor company oprietor been the subject of a Federal, State, Local government susp	
YES NO	if yes, please explain	
THIS PAGE SHALL HAVE C	RIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WIT	<u> TH YOUR PROPOSAL</u>
SWORN TO AND SUBSCRIE	BED BEFORE ME this day of, 2	0
Notary Public	Public My commission expires	
City of	County of State of	

Attachment 3

Contract No. 2020-06 Contract Title: DE ELA/Literacy & Mathematics High Quality Professional Learning

EXCEPTION FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

□ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP. Vendor waives the ability to negotiate the specifications, terms or conditions outlined in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative
• •		

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment 4

Contract No. 2020-06 Contract Title: DE ELA/Literacy & Mathematics High Quality Professional Learning

CONFIDENTIAL INFORMATION FORM

By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information				

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment 5

Contract No. 2020-06 Contract Title: DE ELA/Literacy & Mathematics High Quality Professional Learning

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	Contact Name & Title: Business Name: Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR					
1. CONTRACT NO. 2020-06	2. Proposing	g Vendor Name: 3. Mailing Address			
2020-06					
4. SUBCONTRACTOR					
a. NAME	4c. Company OSD Classification:				
	Certification	Number:			
4e. N 4f. D 4g. \ 4h. S		4d. Women Business Enterprise Yes No 4e. Minority Business Enterprise Yes No 4f. Disadvantaged Business Enterprise Yes No 4g. Veteran Owned Business Enterprise Yes No 4h. Service Disabled Veteran Owned Business Enterprise Yes No			
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED			
6b. TITLE OF PERSON SIGNING					
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR					
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED			
9b. TITLE OF PERSON SIGNING					

* Use a separate form for each subcontractor

Attachment 7

State of Delaware Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site: http://gss.omb.delaware.gov/osd/certify.shtml

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD) 100 Enterprise Place, Suite 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086 Email: osd@delaware.gov Web site: http://gss.omb.delaware.gov/osd/index.shtml

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY. THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.

Attachment 8

Delaware Department of Education Contract

RFP#2020-06

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on _____, **20**____, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and VENDOR, (VENDOR).

WHEREAS, DDOE desires to obtain certain services to ; and

WHEREAS, VENDOR desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and VENDOR represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and VENDOR agree as follows:

1. Services.

1.1 VENDOR shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix ; and (c) VENDOR's response to the request for proposals, attached hereto as Appendix . The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by VENDOR shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify VENDOR, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by VENDOR for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 VENDOR will not be required to make changes to its scope of work that result in VENDOR's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under

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Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

2.1 The Services contemplated in this Agreement shall be completed no later than _____, <u>20</u>___.

2.2 DDOE will pay VENDOR for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix

2.3 DDOE's obligation to pay VENDOR for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$_____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by VENDOR and it shall be VENDOR's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to VENDOR.

2.4 VENDOR shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide VENDOR a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by VENDOR. If an Appendix specifically provides for expense reimbursement, VENDOR shall be reimbursed only for reasonable expenses incurred by VENDOR in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to VENDOR all damages, costs and expenses caused by VENDOR's negligence, resulting from or arising out of errors or omissions in VENDOR's work products, which have not been previously paid to VENDOR.

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR.

3.1 VENDOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, VENDOR shall follow practices consistent with generally accepted professional and technical standards. VENDOR shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at http://dti.delaware.gov/, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, VENDOR shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. VENDOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR's failure to ensure compliance with DTI standards.

3.2 Accessibility requirements – Any electronic or information technology developed for or on behalf of DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless has an exception in writing. Reviewable issues are permitted. VENDOR may be asked to provide documentation to show that delivered work product satisfies all applicable accessibility criteria. DDOE reserves the right to audit the work product at any time for accessibility compliance, and any issues found will be the responsibility of VENDOR to remediate.

3.3 It shall be the duty of VENDOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. VENDOR will not produce a work product that violates or infringes on any copyright or patent rights. VENDOR shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.4 Permitted or required approval by DDOE of any products or services furnished by VENDOR shall not in any way relieve VENDOR of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of VENDOR's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and VENDOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR's performance or failure to perform under this Agreement.

3.5 Prior to performing any work under this Agreement, VENDOR and VENDOR's employees and agents shall submit to any criminal history or other

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background checks that may be requested by Delaware (DDOE). DDOE may refuse access to any DDOE facility or to any sensitive information possessed or controlled by Delaware (DDOE) for any person whose criminal history or background check results are not acceptable to DDOE, in its sole and absolute discretion. The positions anticipated include:

Project Team Title % of Project Involvement

3.6 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, VENDOR will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If VENDOR fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of VENDOR is unsuitable to DDOE for good cause, VENDOR shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.7 VENDOR shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.8 VENDOR agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.9 VENDOR has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.10 VENDOR will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.11 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.12 Fair Background Check Practices - Pursuant to 29 Del. C. <u>\$6909B</u> and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by State and/or Federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. <u>\$711(g)</u> for applicable established provisions.

Pursuant to 31 Del. C. §309, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

3.13 By signing this contract, any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors certify they are not currently debarred or suspended by another governmental entity.

If placed on the debarment or suspension list, VENDOR must immediately notify the Delaware Department of Education.

4. Time Schedule.

4.1 A project schedule is included in Appendix

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that VENDOR fails to complete the project or any phase thereof within the time specified in the Agreement, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix

5. State Responsibilities.

5.1 In connection with VENDOR's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with VENDOR in the performance of services under this Agreement and will be available for consultation with VENDOR at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by VENDOR under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform VENDOR by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to VENDOR. It is understood that DDOE's representatives' review comments do not relieve VENDOR from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by VENDOR as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

VENDOR shall return any original data provided by DDOE.

5.6 DDOE shall assist VENDOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.5.7 VENDOR will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use VENDOR's name, either express or implied, in any of its advertising or sales materials. VENDOR reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by VENDOR for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. VENDOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 [Reserved]

OR:

6.2 VENDOR retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does

not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which VENDOR retains title, whether individually by VENDOR or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 [Reserved]

OR:

□ 6.3 In no event shall VENDOR be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, VENDOR shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 [Reserved]

OR:

□ 6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by VENDOR prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of VENDOR even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001-10007, and as required by 11 Del.C. §4322 and other state and federal laws pertaining to confidentiality the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1 VENDOR warrants that its services will be performed in a good and workmanlike manner. VENDOR agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by VENDOR for DDOE in connection with the provision of the Services, VENDOR shall pass through or assign to DDOE the rights VENDOR obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 VENDOR shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of VENDOR, its agents or employees, or (B) VENDOR's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) VENDOR shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) VENDOR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies VENDOR in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, VENDOR will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. VENDOR will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by VENDOR; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by VENDOR; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in VENDOR's opinion is likely to be, held to be infringing, VENDOR shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and VENDOR's entire liability with respect to infringement.

10. Employees.

10.1 VENDOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of VENDOR who will be assigned to this project.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, VENDOR shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. VENDOR shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 VENDOR acknowledges that VENDOR and any subcontractors, agents or employees employed by VENDOR shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

11.3 VENDOR shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, VENDOR has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the, DDOE, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers,

promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, DDOE elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by DDOE, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Department for final and binding arbitration. Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration or litigation, including attorneys' fees.

13. Suspension.

13.1 DDOE may suspend performance by VENDOR under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to VENDOR at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay VENDOR its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. VENDOR shall not perform further work under this Agreement after the effective date of suspension. VENDOR shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

13.2 In the event DDOE suspends performance by VENDOR for any cause other than the error or omission of VENDOR, for an aggregate period in excess of 30 days, VENDOR shall be entitled to an equitable adjustment of the compensation payable to VENDOR under this Agreement to reimburse VENDOR for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

14. Termination.

14.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

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- a. Not less than 10 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after VENDOR is given:

- a. Not less than 10 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

14.3 If termination for default is effected by DDOE, DDOE will pay VENDOR that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to VENDOR at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of VENDOR's default.
- c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event VENDOR shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of VENDOR assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

14.4 If after termination for failure of VENDOR to fulfill contractual obligations it is determined that VENDOR has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

14.5 The rights and remedies of DDOE and VENDOR provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6 Gratuities.

a. DDOE may, by written notice to VENDOR, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

- b. In the event this Agreement is terminated as provided in 14.6.a. hereof, DDOE shall be entitled to pursue the same remedies against VENDOR it could pursue in the event of a breach of this Agreement by VENDOR.
- c. The rights and remedies of DDOE provided in Section 14.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

16. Assignment; Subcontracts.

16.1 Any attempt by VENDOR to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

16.2 Services specified by this Agreement shall not be subcontracted by VENDOR, without prior written approval of DDOE.

16.3 Approval by DDOE of VENDOR's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve VENDOR of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

16.4 VENDOR shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by VENDOR, its subcontractor or its sub-subcontractor.

16.5 The compensation due shall not be affected by DDOE's approval of VENDOR's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

18.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

18.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

VENDOR and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

20. Complete Agreement.

20.1 This agreement and its Appendices shall constitute the entire agreement between DDOE and VENDOR with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

20.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3 VENDOR may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

21. Global Interoperability Standards

DDOE advocates adoption by all suppliers of applicable open interoperability standards provided by the IMS Global Learning Consortium (IMS), the Ed-Fi Alliance (Ed-Fi) and the Common Education Data Standards (CEDS) project in order to enable safe, flexible and rapid integrations. The aforementioned standards are evolving under the governance of member organizations, which includes a majority of leading educational technology suppliers. The paragraph below describes VENDOR agreement to implement, certify, and stay current with the latest releases of these standards, so that DDOE is not required to communicate on a standard-by-standard basis the availability and requirement to adopt these standards.

VENDOR agrees that all products DDOE purchases will become certified as compliant with any final version of the aforementioned interoperability standards that are applicable to the products procured within six (6) months of the public release of each standard (or a specific later date if mutually agreed to by the parties), provided that: (a) the proposed modifications to the Product would not create a security, privacy or accessibility compromise; (b) the standard can be implemented with approximately the same amount of development resource as integration approaches of similar scope and thus does not create an undue financial burden on VENDOR; and (c) several other institutions (by direct referral) comparable to DDOE agree that the modifications necessary to the purchased product are desirable. At a minimum, VENDOR shall be required to complete an annual technology roadmap session with DDOE.

22. Data Privacy, Ownership and Protection Information

22.1 VENDOR shall adhere to the mandates of federal, state, and local ordinances and statutes, and DDOE policy and regulations, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA), and 15 U.S.C. 6501–6505, with regard to the protection of data made available by DDOE.

22.2 VENDOR shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation shall be made on record and evidence of this shall be provided to DDOE upon its request.

22.3 VENDOR shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. VENDOR shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops. All data transmitted over the Internet must be encrypted.

22.4 Upon DDOE's request or at the latest, upon expiration of the Agreement, all existing data acquired during the term of the Agreement or created as part of the Agreement shall be returned to DDOE or shall be irretrievably deleted by the VENDOR. The deletion shall take place, at the latest, upon the expiry of

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mandatory data protection law periods. Upon request by DDOE, the deletion is to be confirmed in writing.

22.5 In the event a breach, of the obligations herein detailed or if indications of such a breach exist, VENDOR shall undertake to inform DDOE of the breach without undue delay.

22.6 DDOE or its designee may monitor VENDOR's compliance with the Agreement as it relates to data protection. Such monitoring shall only be available upon the receiver of the data executing a non-disclosure agreement. Additionally, DDOE agrees it will only request additional monitoring if the third party assessment (ISO/ICE 27001 certification) fails to provide satisfaction of compliance with the Agreement.

22.7 VENDOR must provide clear notice to DDOE before making any material changes to VENDOR's privacy policy.

22.8 DDOE shall be entitled to timely access data and correct data held by VENDOR that is factually incorrect in response to a parent/guardian request.

22.9 VENDOR can only utilize the data for the purposes specifically authorized by DDOE and cannot set up a personal profile of a student unless to support purposes authorized by DDOE.

22.10 VENDOR cannot sell data or use/share data for targeted advertising to students.

22.11 VENDOR cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by DDOE and subcontractors, partners, or other third parties agree to DDOE's Terms of Use.

22.12 DDOE's confidential information, as provided in Paragraph 7 of this Agreement, and all other confidential information and data relating to DDOE's business are DDOE's exclusive property, and VENDOR therefore agrees that:

- a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to DDOE;
- At all times while this Agreement is in effect, VENDOR will keep secret and will not disclose to any third party, take or misuse any of DDOE's Confidential Information, or any other confidential information VENDOR acquires or has access to because of its provision of services;

- c. At all times while this Agreement is in effect, VENDOR will not use or seek to use any of DDOE's Confidential Information for VENDOR's own benefit or for the benefit of any other person or business or in any way adverse to DDOE's interests;
- d. On DDOE's request or on termination of this Agreement, VENDOR will promptly return to DDOE all its property, specifically including all documents, disks or other computer media or other materials in VENDOR's possession or control that contain any of DDOE's Confidential Information;
- e. After termination of this Agreement, VENDOR will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of DDOE's Confidential Information; and
- f. VENDOR will promptly advise DDOE of any unauthorized disclosure or use of DDOE's Confidential Information by any person or entity.

22.13 The State's data ("State Data," which will be treated by VENDOR as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Agreement Activities; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Agreement Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination ("PHI") collected, used, processed, stored, or generated as the result of the Agreement Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Agreement.

22.14 VENDOR is provided a limited license to State Data for the sole and exclusive purpose of providing the Agreement Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement Activities. VENDOR must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Agreement Activities, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for VENDOR's own purposes or for the benefit of anyone other than

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the State without the State's prior written consent. This Section survives the termination of this Agreement.

22.15 As per the Delaware Department of Technology and Information, VENDOR shall agree to the following provisions:

- a. The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this Agreement. VENDOR shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at State of Delaware's written request.
- b. Protection of personal privacy and sensitive data shall be an integral part of the business activities of VENDOR to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, VENDOR shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:
 - i. All information obtained by VENDOR under this Agreement shall become and remain property of the State of Delaware.
 - ii. At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by VENDOR or any party related to VENDOR for subsequent use in any transaction that does not include the State of Delaware.

22.16 Upon completion of this agreement, if requested, all data will be returned in an agreed upon format that is predetermined at Agreement signing.

22.17 If the procured product is part of an acquisition or sold off, at the request of DDOE, the Agreement will be considered null and void.

23. Miscellaneous Provisions.

23.1 In performance of this Agreement, VENDOR shall comply with all DDOE policies, applicable federal, state and local laws, ordinances, codes and regulations. VENDOR shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

23.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

23.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

23.4 VENDOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. VENDOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

23.5 VENDOR acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. VENDOR recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare VENDOR in breach of the Agreement, terminate the Agreement, and designate VENDOR as non-responsible.

23.6 VENDOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this Agreement without liability or at its discretion deduct from the Agreement price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

23.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

23.8 VENDOR shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit VENDOR's performance and records pertaining to this Agreement.

23.9 The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

24. Insurance.

24.1 VENDOR shall, at its own expense, carry insurance with the minimum coverage limits as follows during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Commercial General Liability \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- c. Medical/Professional Liability \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- d. Miscellaneous Errors and Omissions \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- e. Product Liability \$1,000,000 per occurrence/ \$3,000,000 general aggregate.

VENDOR must carry (a) and (b) and at least one of (c), (d), or (e), depending on the type of service or product being delivered.

If the contractual service requires the transportation of DDOE clients or staff, VENDOR shall, in addition to the above coverage, secure at its own expense the following minimum coverage during the term of this Agreement:

- f. Automotive Liability (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- g. Automotive Property Damage (to others) \$25,000

Notwithstanding the information contained above, VENDOR shall indemnify and hold harmless the State of Delaware and DDOE from contingent liability to others for damages because of bodily injury, including death, that may result from VENDOR's negligent performance under this Agreement, and any other liability for damages for which VENDOR is required to indemnify the State and DDOE under any provision of this Agreement.

24.2 Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

24.3 Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the Agreement number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Education 401 Federal Street, Suite 2 Dover, DE 19901 24.4 In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

25. Assignment of Antitrust Claims.

As consideration for the award and execution of this Agreement by the State, VENDOR hereby grants, conveys, sells, assigns, and transfers to DDOE all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this Agreement. Upon either DDOE's or the VENDOR notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, DDOE and VENDOR shall meet and confer about coordination of representation in such action.

26. Surviving Clauses

All indemnification obligations imposed and all licenses and assignments of rights granted under this Agreement shall survive termination

27. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. VENDOR consents to jurisdiction venue in the State of Delaware.

28. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR VENDOR

DDOE: Charles A. Longfellow Associate Secretary, Operations Support Delaware Department of Education John G. Townsend Building 401 Federal Street, Suite 2 Dover, DE 19901 Phone No. (302) 735-4040 Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

Next Page for Signatures.

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IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

VENDOR

Delaware Department of Education

(Official of VENDOR) Project Manager Associate Secretary, Date Operations Support (or Designee)

Date

Finance Director Initials

(Official of VENDOR) Principal Investigator Team Associate Secretary

Date

Date

Date

Work Group Director Initials

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Appendix A: MINIMUM MANDATORY SUBMISSION REQUIREMENTS

1. Minimum Mandatory Submission Requirements

Each vendor solicitation response should contain at a minimum the following information:

- 1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
- 2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
- One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). "ORIGINAL", MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK. All other copies may have reproduced or copied signatures – Form must be included.
- 4. One (1) completed RFP Exception form (See Attachment 3) please check box if no information Form must be included.
- 5. One (1) completed Confidentiality Form (See Attachment 4) please check if no information is deemed confidential Form must be included.
- 6. One (1) completed Business Reference form (See Attachment 5) please provide references other than State of Delaware contacts Form must be included.
- 7. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor only provide if applicable.

The items listed above provide the basis for evaluating each vendor's proposal. Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration. If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

- 1. 6 paper copies of the vendor proposal paperwork. One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures. Each paper copy must include all required documents including a price proposal.
- 2. **2** electronic copies of the vendor proposal saved to separate USB memory sticks. Copy of electronic price file shall be a separate file from all other files on the electronic copy.

APPENDIX B: SCOPE OF WORK

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Component D: Ongoing PL for Teachers and Leaders

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Rubric for Part 3, Component D: Ongoing PL for Teachers and Leaders

Introduction

Purpose

The purpose of this request for proposals (RFP) is to identify partner organizations who have the expertise and ability to provide professional learning (PL) and coaching to educators across Delaware that is focused on helping every level of the system—including but not limited to school system leaders, school leaders, and classroom teachers—ensure the highest quality instruction in every classroom, every day. In particular, the Delaware Department of Education (DDOE) is seeking proposals from partner organizations who specialize in helping educators adopt and successfully implement high-quality instructional materials (HQIM).

RFP Parts & Components

This RFP contains the following parts and components:

Part 1: Professional Learning on the Science of Reading
 Part 2: Facilitation of ELA & Mathematics Content Leader Modules
 Part 3: Instructional Materials Aligned Support for Delaware Local Education Agencies (LEAs)
 Component A: Support to Adopt HQIM Aligned to a Strong Instructional Vision
 Component B: Systems-Level Support to Launch HQIM
 Component C: Initial PL for Teachers and Leaders
 Component D: Ongoing PL for Teachers and Leaders

Proposers may submit proposals for any number and any combination of the parts and components outlined in this RFP. Each part and component will be scored individually. One or more vendors may be awarded to address individual parts/components. A vendor may be awarded more than one part/component.

Background & Context

Delaware's vision is that every learner in each of the state's 19 districts and 26 charter schools leaves school ready for success in college, career, and life. In order to achieve this vision, teachers must provide *all* students with high-quality instruction every day.

Delaware has long focused on closing educator equity gaps because we, as a state, believe that we will only close the achievement gap for our highest need students if all students have equitable access to the most capable and well-prepared educators. In 2012, Delaware's Professional Standards Board adopted statewide professional learning standards that are grounded in <u>Learning Forward's standards</u> (<u>https://www.doe.k12.de.us/Page/3033</u>). The Delaware Standards for Professional Learning describe the context, processes, and content for effective, high-quality professional learning, and set clear

expectations at the state, district, and school level. However, the most recent TELL Delaware survey revealed that while 93% of teachers are being held to high professional standards for delivering instruction, just 50% of teachers report receiving professional development that is differentiated to meet their individual needs and only 47% report that professional development is evaluated with results communicated to teachers.

Globally, professional learning is defined as a comprehensive, sustained, and intensive approach to improving educators' effectiveness in raising student achievement. Professional learning that is directly aligned to standards and curriculum leads to improvement in:

- educator practice;
- student achievement, and
- school outcomes.

For the professional learning to live up to its potential in Delaware, it needs to build on the curricular materials teachers use in their classroom.

In addition, increasing student achievement in reading and closing literacy achievement gaps among student groups by third grade has been identified as a critical area of need for the state. Our Delaware Literacy Plan (Appendix C), released in June 2019, establishes a framework to address these challenges. The following two strategic intents from the plan are considered to be necessary drivers to meet the goal in literacy:

- Align Core Instruction to the Standards
- Implement Curriculum Using High Quality Instructional Materials.

One expected outcome of this intentional focus is increased educator professional learning opportunities and literacy knowledge. The plan defines this knowledge as essential practices in literacy and the science of reading as reflected in the research summary findings of the 2000 report from the National Reading Panel.

Universal Required Qualifications

All Proposers, regardless of the parts and components of this RFP for which they choose to submit a proposal, must meet the following qualifications:

- Experience (prior to the deadline for proposal submittal) successfully supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract.
- Content expertise and pedagogical content knowledge in <u>one or more</u> content areas:
 - kindergarten through grade 12 English language arts (ELA)
 - o pre-kindergarten through grade 4 literacy

- kindergarten through grade 12 mathematics
- Expertise in principles of adult learning and experience facilitating learning for adults
- Strong alignment to the definition of HQIM as described by <u>EdReports (https://edreports.org/)</u> and/or Strong alignment to the expectations for college-and career-readiness standards of Foundational Skills in ELA as described by EdReports (https://www.edreports.org/reports/?s=ela-foundational-skills)
- Ability to work with or train educators in supporting a variety of learners, e.g. above grade level, below grade level, special education, English learners (EL)
- Familiarity with the <u>Delaware PL standards (https://www.doe.k12.de.us/Page/3033)</u>

Universal Submission Requirements

All Proposers, regardless of the parts and components of this RFP for which they choose to submit a proposal, must respond to the following prompts (limit 1200 words):

- What role does your organization believe HQIM and/or ELA Foundational Skills play in supporting effective instruction?
- How does your organization define and identify HQIM and/or ELA Foundational Skills for the content area(s) for which you are proposing to provide professional learning?
- What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms?
- Provide an example of how you have helped a client build coherence within their system as it relates to HQIM and/or ELA Foundational Skills.

Scoring

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Max Score
1. Company Background and Experience	25
2. Approach and Methodology	45
3. Proposed Staff Qualifications	20
4. Cost	10
Total Score	100

Each of the following sections will provide a specific rubric the Evaluation Team will use to evaluate each part and component.

Part 1: Professional Learning on the Science of Reading

Purpose & Background

Students spend their earliest years learning to read. They need strong literacy skills to absorb information in math and science, social studies, the arts, and every other subject. Having a strong literacy foundation is crucial for Delaware children's success in school and life. That is why improving third-grade literacy has been a key education initiative of Governor John Carney since before he took office. Recognizing how critical literacy skills are for our young learners, he has directed focus and resources to this work.

The <u>Delaware Literacy Plan</u> (Appendix C) establishes a framework to address the state's literacy challenges. Literacy success requires a combination of high-quality early learning experiences, rigorous elementary and secondary instruction and strong community support. Through the plan, our commitment is to:

- Provide guidance and support to districts and schools
- Increase professional learning opportunities
- Develop tools to support educators in eliminating achievement gaps and increasing learning across the curriculum for all students in Delaware
- Increase collaboration among stakeholders
- Engage families in supporting literacy

DDOE seeks to obtain competitive proposals from qualified Proposers who are interested in providing Delaware educators with professional learning on the science of reading that aligns to the following key activities from the <u>Delaware Literacy Plan</u> (Appendix C):

- T1.1: Increase teacher expertise in providing standards-aligned core literacy instruction
 - Strategy T1.1A: Teachers engage in competency based professional learning topics focused on the essential components of reading, writing, Universal Design for Learning Principles, and Multi-tiered System of Support
 - Strategy T1.1B: Teachers participate in professional learning opportunities focused on the <u>Learning Progressions (https://www.doe.k12.de.us/Page/2425)</u> and implementing high-yield instructional strategies to ensure access to standards-aligned instruction for all students
 - Strategy T1.1C: Teachers participate in professional learning focused on equity and culturally responsive instruction
 - Strategy T1.1D: Teachers participate in professional learning focused on targeted support for students with disabilities
- L1.1: Leaders support implementation of standards-aligned core literacy instruction
 - Strategy L1.1A: Leaders provide access to and participate in competency based professional learning topics focused on the essential components of reading, writing, Universal Design for Learning Principles, and Multi-tiered System of Support

- Strategy L1.1B: Leaders provide access to and participate in professional learning opportunities focused on the <u>Learning Progressions</u> (<u>https://www.doe.k12.de.us/Page/2425</u>)
- and implementing high-yield instructional strategies to ensure access to standards aligned instruction for all students
- Strategy L1.1C: Leaders provide access to and participate in professional learning focused on equity and culturally responsive instruction
- Strategy L1.1D: Leaders provide access to and participate in professional learning focused on targeted support for students with disabilities
- P1.1: Partners support implementation of standards-aligned core literacy instruction
 - Strategy P1.1A: Partners review and update Delaware Learning Progressions with district/school specialists
 - Strategy P1.1B: Partners develop and extend professional learning opportunities focused on the <u>Learning Progressions (https://www.doe.k12.de.us/Page/2425)</u> and implementing high-yield instructional strategies, including culturally responsive instruction and targeted support for students with disabilities
 - Partner with Institutes of Higher Education (IHEs)
 - Partner with experts in the field
 - Strategy P1.1C: Partners facilitate a statewide convening on best practices in literacy instruction

DDOE may award one or more proposals for Part 1.

Scope of work

Contractor(s) shall design and facilitate a series of professional learning opportunities for PK–4 teachers, reading specialists, reading interventionists, and school and district leaders that results in participating educators' ability to implement or support the implementation of best practices related to the science of reading.

The PL may include the following topics, knowledge, and skills:

Knowledge of the Delaware <u>ELA Learning Progressions (https://www.doe.k12.de.us/Page/2425).</u>

- Topics
 - Print awareness/concepts of print
 - o Phonological awareness
 - Decoding and word recognition
 - o Word-reading strategies
 - Comprehension monitoring
 - Reading fluency
 - Vocabulary knowledge
 - o Vocabulary strategies

- o Morphological analysis
- Science and social studies knowledge
- o Syntactic awareness
- Text structure analysis
- Executive skills (e.g. inhibitory control)
- o Genre knowledge
- o Comprehension strategies
- o Scanning and skimming

• Text navigation and search

• Facilitative reading attitudes

- Reading stamina
- Summarize the findings of well-established scientific findings about reading, such as¹:
 - Children, including those who are below grade level, benefit from daily exposure to gradelevel texts
 - o There is no strong body of research that supports the efficacy of leveled readers
 - Children who are learning to read an alphabetic language such as English appear to pass through a series of common developmental stages.
 - In the earliest stages of learning to read, children's sensitivity to the sounds in spoken words (i.e., phonological awareness) greatly facilitates their developing word-analysis skills; children who lack this awareness have trouble learning to read.
 - Accurate and fluent word analysis is essential to good reading comprehension, especially as children grow older and encounter increasingly difficult texts.
 - Most beginning readers benefit from explicit instruction in word analysis (i.e., phonics instruction), and for youngsters who are vulnerable to reading difficulties, this instruction appears to be particularly important.
 - In order to become skilled readers, children need much more than just word-analysis instruction—among other things, they need good comprehension instruction and extensive experience reading a variety of texts, such as books, magazines, and newspapers.
 - Instructional approaches that attempt to "match" initial reading instruction to certain characteristics of the reader, notably modality preference, are generally ineffective.
 - Children who experience serious difficulties in learning to read, including those classified as having reading disabilities or dyslexia, typically have difficulties in the areas of phonological processing and word analysis.
- Describe research's practical implications for all children, including those who read below grade level, such as²:
 - Expose students to grade-level text (rather than leveled readers)
 - Teach explicit phonics
 - o Build knowledge
 - Practice fluency
 - Study vocabulary
- Apply learnings to their role, such as:
 - Select and adopt HQIM for literacy that reflect the science of reading
 - Provide initial, ongoing , and job-embedded professional learning to teachers and leaders that builds teachers' ability to effectively use their HQIM

Professional learning should:

¹ Spear-Swerling, L. & Sternberg, R.J. (2001). What Science Offers Teachers of Reading. Learning Disabilities Research & Practice, 16, 51-57. Retrieved from: <u>https://www.readingrockets.org/article/what-science-offers-teachers-reading</u>

² https://shanahanonliteracy.com/

- Foster a culture that is supportive of adult learning and improvement.
- Be "job-connected." Professional learning should deliberately and explicitly model the rigorous, engaging, and relevant learning activities in which students are expected to engage.
 Participating educators should have the opportunity to practice using the materials provided and the strategies and skills they've learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

PL format	 In-person Virtual Online
Audience type	 PK-4 teachers, reading specialists, reading interventionists, and school and district leaders
Audience size	• 25–50 educators per cohort
Timeline	Estimated 12-18 months per cohort
Location	• DDOE will secure and cover the cost of the location for each training
Food	 Participants will cover the cost of their lunch Contractor must include one hour of unprogrammed time for in-person participants to get lunch
Travel	 Contractor must include travel costs for presenters and any other relevant staff in their cost proposal. Contractor is not responsible for organizing logistics for or covering the cost of participant travel.
Materials	 Contractor is responsible for developing and providing printed and/or electronic copies of all materials necessary for the PL including but not limited to participant pre-work, slide decks, facilitator notes, handouts,

The PL must adhere to the following logistics considerations:

	 graphic organizers, evaluation tools, sign-in sheets, nametags, table tents, signage, etc. Contractor is responsible for providing any office supplies required for the PL (e.g. chart paper).
Communications	 DDOE will provide a project manager and support staff to manage communications with participants Contractor must be responsible for drafting communications to participants for DDOE that support meeting the objectives of the session (e.g. pre-work)
Licensing and publication	 Content shall be licensed with the Creative Commons Attribution 4.0 International license required (CC-BY) (<u>https://creativecommons.org/licenses/by/4.0/</u>) Content may be published on DDOE's LMS (Schoology)
Evaluation and feedback	 Contractor is responsible for collecting and incorporating feedback from participants including but not limited to administering a survey after each training. Contractor must share raw survey data as well as an executive summary of trends and proposed next steps with DDOE within two weeks of completing each training.

Submission requirements

Proposers who are interested in bidding on this component must submit the following:

- Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- Submit a small sample of PL materials focused on building educators' understanding of and ability to apply research-based practices in literacy; may include sample presentations, handouts, course syllabus.
- Submit a proposed scope and sequence for the PL that would result from a contract for this work.
- How will your organization measure the extent to which the PL met the intended objectives? (limit 200 words)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - o Name
 - o Organization
 - o Title

- o Email address
- o Phone number
- Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. (limit 500 words)
- Submit resumes/CVs of individuals who would be responsible for facilitating the PL and for providing logistical support.

Rubric for Part 1: Professional Learning on the Science of Reading

Category	Criteria	Evidence	Strengths	Weaknesses
Company Background and Experience	Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract.	Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract.		
(Max Score: 25)		To what extent has [your prior] PL been successful? How do you know?		
		Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support.		
Approach and Methodology	beliefs and approach related to the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM.	What role does your organization believe HQIM play in supporting effective instruction?		
(Max Score: 45)		How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning?		
		What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms?		
		Provide an example of how you have helped a client build coherence within their system as it relates to HQIM.		

	Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading.	Submit a small sample of PL materials focused on building educators' understanding of and ability to apply research-based practices in literacy; may include sample presentations, handouts, course syllabus	
		Submit a proposed scope and sequence for the PL that would result from a contract for this work.	
		How will your organization measure the extent to which the PL met the intended objectives?	
Proposed Staff Qualifications (Max Score: 20)	Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract. The program management staff has credentials in management with experience in managing similar sized professional learning programs. The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.	Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. Submit resumes/CVs of individuals who would be responsible for facilitating the PL and for providing logistical support.	
Cost			
(Max Score: 10)			

Part 2: Facilitation of ELA & Mathematics Content Leader Modules

Purpose & Background

DDOE seeks to obtain competitive proposals from qualified Proposers who are interested in facilitating pre-designed ELA and/or math Content Leader modules to cohorts of Delaware educators. DDOE may award one or more proposals for Part 2.

The ELA and math Content Leader trainings are designed to:

- 1. Grow local leadership pipelines for school systems by developing skilled teacher leader within the system, and
- 2. Equip cadres of talented educators with the knowledge and skills to coach and support other teachers within their schools and districts.

Each participating educator will be trained as a math *or* ELA Content Leader; in other words, each participating educator cannot be trained as a math and ELA Content Leader during the same cohort.

Scope of work

Contractor shall facilitate nine (9) days of PL for ELA educators using the pre-designed ELA Content Leader modules and/or nine (9) days of training for math educators using the pre-designed math Content Leader modules.

The following table outlines the scope and sequence of the pre-designed ELA and math Content Leader modules that the contractor shall facilitate.

Session	ELA	Math
	Sessions focus on: 1) studying content and	Sessions focus on: 1) studying content and
	curricula and engaging in cycles of inquiry; 2)	curricula and engaging in cycles of inquiry; 2)
	creating action plans adapted to local context	creating action plans adapted to local context
Session 1:	Introduction Part 1: ELA instructional shifts,	Introduction Part 1: Mathematical identity,
	research-based elements of effective	growth mindset, equitable classroom planning
	professional learning, responding to local	and vision setting for the semester
	contexts	
Session 2:	Introduction Part 2: ELA instructional shifts,	Introduction Part 2: Math instructional shifts,
	research-based elements of effective	research-based elements of effective
	professional learning, responding to local	professional learning, responding to local
	contexts	contexts and action planning for the semester
Session 3:	Launch Cycle of Inquiry	Launch Cycle of Inquiry

	Expressing Understanding of Text Through	Student Thinking: What are the benefits of
	Speaking and Listening: How do speaking and	asking students to share their thinking? What
	listening activities support students in	strategies can we use to elicit student thinking
	understanding texts?	in your classroom? How can we create
		classrooms full of rich and meaningful math
		discourse?
Between	Implement lesson and colle	tet evidence of student work
sessions		
Session 4:	Close Cycle of Inquiry	Close Cycle of Inquiry
	Expressing Understanding of Text Through	Student Thinking: What are the benefits of
	Speaking and Listening: How do speaking and	asking students to share their thinking? What
	listening activities support students in	strategies can we use to elicit student thinking
	understanding texts?	in your classroom? How can we create
		classrooms full of rich and meaningful math
		discourse?
Session 5:	Facilitating Effective Professional Learning/	Facilitating Effective Professional
	Instructional Leader Training	Learning/Instructional Leader Training
	Application of content to specific local	
	context and needs	Instructional Leadership & Core Action 3c: In
	• Planning and preparing for observations	this module, participants will build an
		understanding of Core Action 3, with a
		particular focus on Part C ("The teacher poses
		questions and problems that prompt students
		to explain their thinking about the content of
		the lesson"). They will also reflect on and clarify
		their roles as instructional leaders at their
		schools. Lastly, participants will begin planning
		for upcoming observations.
Session 6:	Launch Cycle of Inquiry	Launch Cycle of Inquiry
	Expressing Understanding of Text through	Making Math Visible: What are the benefits of
	Writing: How does high-quality curriculum	making math visible through the concrete-
	support students in expressing understanding	visual-abstract progression? What strategies
	through writing?	can you use to make math visible in your
		classroom?
Between	Implement lesson and colle	ct evidence of student work
sessions		
Session 7:	Close Cycle of Inquiry	Close Cycle of Inquiry
	Expressing Understanding of Text through	Making Math Visible: What are the benefits of
	Writing: How does high-quality curriculum	making math visible through the concrete-
	support students in expressing understanding	visual-abstract progression? What strategies
	through writing?	can you use to make math visible in your
		classroom?

Session 8:	Launch Cycle of Inquiry	Launch Cycle of Inquiry	
	Reading Complex Grade-Level Texts: How does close reading support students in reading & understanding complex text?	es Student-to-student Conversation: What are the benefits of student-to-student conversations? How can you implement student-to-student conversations effectively in your classroom?	
Between	Implement lesson and collect evidence of student work		
sessions			
Session 9:	Close Cycle of Inquiry	Close Cycle of Inquiry	
	Reading Complex Grade-Level Texts: How does close reading support students in reading & understanding complex text?	Student-to-student Conversation Cycle of Inquiry: What are the benefits of student-to- student conversations? How can you implement student-to-student conversations effectively in your classroom?	

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

The PL must adhere to the following logistics considerations:

PL format	 In-person
Audience type	 Cohort 1 will consist of district and school-based coaches and content specialists who are regular attendees of DDOE's Cadre meetings. Future cohorts will be open to teachers and administrators interested in earning a content leader endorsement.
Audience size	 Cohort 1 consists of approximately 30 math participants and 30 ELA participants. The size of future cohorts has not yet been determined; however, each cohort is unlikely to exceed 70 participants for each subject area.
Timeline	 PL for Cohort 1 will take place over nine days Math and ELA Content Leader PL may take place on the same day Training dates for future cohorts will be determined in contract negotiations.
Location	 Math and ELA Content Leader PL may take place at the same location on the same day. Contractor is not responsible for securing or covering the cost of the training location.

Food	 Participants will cover the cost of their lunch Contractor must include one hour of unprogrammed time for participants to get lunch
Travel	 Contractor must include travel costs for presenters and any other relevant staff in their cost proposal. Contractor is not responsible for organizing logistics for or covering the cost of participant travel.
Materials	 Contractor is responsible for providing printed and/or electronic copies of all materials necessary for the PL including but not limited to participant pre-work, slide decks, facilitator notes, handouts, graphic organizers, evaluation tools, sign-in sheets, nametags, table tents, signage, etc. Contractor is responsible for providing any office supplies required for the PL (e.g. chart paper).
Communications	 DDOE will provide a project manager and support staff to manage communications with participants Contractor must be responsible for drafting communications to participants for DDOE that support meeting the objectives of the session (e.g. prework)
Evaluation and feedback	 Contractor is responsible for collecting and incorporating feedback from participants including but not limited to administering a survey after each training. Contractor must share raw survey data as well as an executive summary of trends and proposed next steps with DDOE within two weeks of completing each training.

Submission requirements

Proposers who are interested in bidding on this component must submit the following:

- Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- How will your organization measure the extent to which the PL met the intended objectives? (limit 200 words)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - o Name
 - o Organization

- o Title
- o Email address
- Phone number
- Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. (limit 500 words)
- Submit resumes/CVs of individuals who would be responsible for facilitating the PL and for providing logistical support.

Rubric for Part 2: Facilitation of ELA & Mathematics Content Leader Modules

Category	Criteria	Evidence	Strengths	Weaknesses
Company Background and Experience (Max Score: 25)	Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and function to the proposed contract.	Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract.		
		To what extent has [your prior] PL been successful? How do you know?		
		Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support.		
Approach and Methodology	Proposer demonstrates strong alignment to DDOE's beliefs and approach related to the role of high-quality instructional materials (HQIM) and the types of support	What role does your organization believe HQIM play in supporting effective instruction?		
(Max Score: 45)	that educators need to successfully implement HQIM.	How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning?		
		What is your organization's theory of action related to ensuring meaningful learning for all		

		students in each of your client's classrooms?	
		Provide an example of how you have helped a client build coherence within their system as it relates to HQIM.	
	Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading.	How will your organization measure the extent to which the PL met the intended objectives?	
Proposed Staff Qualifications (Max Score: 20)	 Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract. The program management staff has credentials in management with experience in managing similar sized professional learning programs. The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders. 	Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. Submit resumes/CVs of individuals who would be responsible for facilitating the PL and for providing logistical support.	
Cost			
(Max Score: 10)			

Part 3: Support for Delaware LEAs

Purpose & Background

For students to achieve short- and long-term success, they need and deserve access to the following resources each and every day³:

- 1. Consistent opportunities to work on grade-appropriate assignments
- 2. **Strong instruction** that deeply engages students and empowers them to do most of the thinking and analysis
- 3. **Teachers who hold high expectations** for them and deeply believe that they can meet grade-level expectations

Research has shown that HQIM serve as an important foundation for teachers and are essential in improving the strength of the instruction that takes place in classrooms every day.⁴ Therefore, school and district leaders should prioritize ensuring that teachers in all core content areas have access to HQIM that best fits their local needs.

But access to HQIM alone is not enough. Teachers also need initial and ongoing training, professional learning, and coaching that helps them use those materials effectively to meet the needs of all learners; leaders need analogous training and professional learning on how best to support their teachers.⁵

DDOE seeks to obtain competitive proposals from qualified Proposers who are interested in providing teachers and leaders in individual schools, individual districts, groups of schools, and/or groups of districts with the PL and support needed to adopt and implement HQIM.

Part 3 is divided into four components:

Component A: Support to Adopt HQIM Aligned to a Strong Instructional Vision Component B: Systems-Level Support to Launch HQIM Component C: Initial PL for Teachers and Leaders Component D: Ongoing PL for Teachers and Leaders

Proposers may submit proposals for any number and combination of components. DDOE will award the opportunity to contract to any proposers who meet the criteria, which may result in multiple proposers being awarded contracts for each component. Awarded contractors will be included in the forthcoming

³ TNTP (2018). The opportunity myth. New York, NY: Author. Retrieved from <u>https://tntp.org/assets/documents/TNTP_The-Opportunity-Myth_Web.pdf</u>

⁴ Steiner, David. (2017, March) Curriculum Research: What We Know and Where We Need to Go. StandardsWork. Retrieved from <u>http://standardswork.org/wp-content/uploads/2017/03/sw-curriculum-research-report-fnl.pdf</u>

⁵ Kane, T.J., & Steiner, D. (2019, April) Don't Give Up on Curriculum Reform Just Yet. Education Week. Retrieved from <u>https://www.edweek.org/ew/articles/2019/04/02/dont-give-up-on-curriculum-reform-just.html</u>

DDOE ELA & Mathematics HQPL Vendor Resource Guide that districts, schools, and DDOE will use to identify and contract with providers of HQIM-aligned professional learning.

Component A: Support to Adopt HQIM Aligned to a Strong Instructional Vision

Component A: Scope of Work

Contractor(s) shall provide professional learning to educators that equips them with the foundational, content-specific knowledge and skill necessary to select materials that support a clear and common vision of great instruction for the content area, with stakeholder participation in the process.

Professional learning should:

- Build educators' content-specific instructional vision including foundational knowledge of:
 - <u>Delaware English Language Arts/Literacy Standards</u> (http://www.corestandards.org/ELA-Literacy/)
 - o <u>Common Core Standards for Math (https://www.doe.k12.de.us/Page/2504)</u>
 - <u>Science of Reading (https://www.readingrockets.org/article/what-science-offers-teachers-reading)</u>
 - o <u>Shifts (https://achievethecore.org/category/419/the-shifts)</u> required by the standards
- Build educators' understanding of the role HQIM play in supporting strong instruction and the content-specific criteria that define "high-quality" curricula.
- Help leaders create/modify and execute a plan that results in the selection and adoption of HQIM and results in stakeholder investment.
- Foster a culture that is supportive of adult learning and improvement.
- Be "job-connected." Participating educators should have the opportunity to practice the strategies and skills they've learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

Component A: Submission Requirements

Proposers who choose to submit proposals for Component A must submit the following:

- Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- PL model description
 - Approach (limit 300 words)
 - Describe your organization's approach to helping LEAs select materials that support a clear and common vision of great instruction for the content area, with stakeholder participation in the process.
 - *Staffing* (limit 500 words)
 - Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.
 - Effectiveness (limit 200 words)
 - How will you measure the effectiveness of your services? How do you use that data?
 - Capacity
 - How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?
 - 1-5
 - 6-15
 - 16-30
 - 30-60
 - 60-100
 - 100+
 - o Sustainability (limit 200 words)
 - Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).
 - *Customization* (limit 200 words)
 - Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.
 - Convening a cohort of districts (limit 200 words)
 - Describe your organization's experience convening multiple districts for PL focused on helping them select materials that support a clear and common vision of great instruction for the content area.
 - Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)

- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - o Name
 - o Organization
 - o Title
 - o Email address
 - o Phone number
- Sample exemplar adoption plan
- A small sample of PL materials that focus on helping LEAs select high-quality instructional materials; may include sample presentations, handouts, course syllabus.
- DDOE ELA & Mathematics HQPL Vendor Resource Guide template
- Assurances

Rubric for Part 3, Component A: Support to Adopt HQIM Aligned to a Strong Instructional Vision

Category	Criteria	Evidence	Strengths	Weaknesses
Company Background and Experience	Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and	Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract.	-	
(Max Score: 25)	function to the proposed contract.	To what extent has [your prior] PL been successful? How do you know?		
		Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support.		
Approach and Methodology	Proposer demonstrates strong alignment to DDOE's beliefs and approach related to	What role does your organization believe HQIM play in supporting effective instruction?		
(Max Score: 45)	the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM.	How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning?		
		What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms?		
		Provide an example of how you have helped a client build coherence within their system as it relates to HQIM.		
		Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the		

		term of the contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).	
	Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading.	Describe your organization's approach to helping LEAs select materials that support a clear and common vision of great instruction for the content area, with stakeholder participation in the process.	
		A small sample of PL materials that focus on helping LEAs select high-quality instructional materials; may include sample presentations, handouts, course syllabus.	
		Sample exemplar adoption plan	
		Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.	
	How will you measure the effectiveness of your services? How will you use that data?		
		Describe your organization's experience convening multiple districts for PL focused on helping them select materials that support a clear and common vision of great instruction for the content area.	
		Are you willing and able to convene multiple Delaware districts for this training?	
		DDOE ELA & Mathematics HQPL Vendor Resource Guide template	
		Assurances	

Proposed Staff Qualifications (Max Score: 20)	Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract. The program management staff has credentials in management with experience in managing similar sized professional learning programs. The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.	Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?	
Cost (Max Score: 10)			

Component B: Systems-Level Support to Launch HQIM

Component B: Scope of Work

Contractor(s) shall provide professional learning to leaders that helps them develop a clear implementation plan that results in the effective use and support of HQIM.

Professional learning should:

- Equip leaders with the knowledge and skills necessary to develop and execute a clear implementation plan that results in the effective use, support, and evaluation of HQIM, including but not limited to:
 - o Establishing an implementation team with clear goals and roles
 - Evaluating current lesson planning, assessment, and grading policies to determine places where adjustments need to be made to align to the approach of the HQIM
 - o Modifying class schedules to support the implementation of HQIM
 - Building leaders' understanding of the continuum and types of PL and support that educators, including but not limited to teachers, need to successfully implement HQIM
- Foster a culture that is supportive of adult learning and improvement.
- Be "job-connected." Participating educators should have the opportunity to practice using the materials provided and the strategies and skills they've learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect data and share on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

Component B: Submission Requirements

Proposers who choose to submit proposals for Component B must submit the following:

- Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- PL model description
 - Approach (limit 300 words)
 - Describe your organization's approach to helping SEAs/LEAs create and execute a plan to implement HQIM.

- Staffing (limit 500 words)
 - Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.
- Effectiveness (limit 200 words)
 - How will you measure the effectiveness of your services? How do you use that data?
- Capacity
 - How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?
 - 1-5
 - 6-15
 - 16-30
 - 30-60
 - 60-100
 - 100+
- o Sustainability (limit 200 words)
 - Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the contract.
- *Customization* (limit 200 words)
 - Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.
- Convening a cohort of districts (limit 200 words)
 - Describe your organization's experience convening multiple districts for PL focused on helping districts develop a clear implementation plan that results in the effective use and support of HQIM
 - Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - o Name
 - o Organization
 - o Title
 - o Email address
 - Phone number
- Sample exemplar launch plan
- A small sample of PL materials focused on helping LEAs develop a clear implementation plan that results in the effective use and support of HQIM; may include sample presentations, handouts, course syllabus.
- DDOE ELA & Mathematics HQPL Vendor Resource Guide template
- Assurances

Rubric for Part 3, Component B: Systems-Level Support to Launch HQIM

Category	Criteria	Evidence	Strengths	Weaknesses
Company Background and Experience	Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with projects similar in size, scope, technical requirements, and	Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract.	-	
(Max Score: 25)	function to the proposed contract.	To what extent has [your prior] PL been successful? How do you know?		
		Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support.		
Approach and Methodology	Proposer demonstrates strong alignment to DDOE's beliefs and approach related to	What role does your organization believe HQIM play in supporting effective instruction?		
(Max Score: 45)	the role of high-quality instructional materials (HQIM) and the types of support that educators need to successfully implement HQIM.	How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning?		
		What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms?		
		Provide an example of how you have helped a client build coherence within their system as it relates to HQIM.		
		Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the		

		term of the contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).	
	Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading.	Describe your organization's approach to helping SEAs/LEAs create and execute a plan to implement HQIM.	
		A small sample of PL materials focused on helping LEAs develop a clear implementation plan that results in the effective use and support of HQIM; may include sample presentations, handouts, course syllabus.	
		Sample exemplar launch plan	
		Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.	
		How will you measure the effectiveness of your services? How will you use that data?	
		Describe your organization's experience convening multiple districts for PL focused on helping districts develop a clear implementation plan that results in the effective use and support of HQIM.	
		Are you willing and able to convene multiple Delaware districts for this training?	
		DDOE ELA & Mathematics HQPL Vendor Resource Guide template	
		Assurances	

Proposed Staff Qualifications (Max Score: 20)	Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract. The program management staff has credentials in management with experience in managing similar sized professional learning programs. The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.	Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?	
Cost (Max Score: 10)			

Component C: Initial PL for Teachers and Leaders

Component C: Scope of Work

Contractor(s) shall provide initial/introductory professional learning for teachers and/or leaders that builds their familiarity with the structure, approach, and key components of the HQIM.

Professional learning should:

- Build teachers' and leaders' content-specific instructional vision including foundational knowledge of the <u>Delaware English Language Arts/Literacy Standards</u> (<u>http://www.corestandards.org/ELA-Literacy/</u>) and/or the <u>Common Core Standards for</u> <u>Mathematics (https://www.doe.k12.de.us/Page/2504)</u>, including the <u>shifts</u> (<u>https://achievethecore.org/category/419/the-shifts</u>) in practice demanded by the standards.
- Build teachers' and leaders' familiarity with the structure, approach, and key components of an instructional material that is rated "green" on <u>EdReports (https://edreports.org/)</u> at the time of this proposal.
- Be as specific to the subject and grade level as possible. The professional learning should *not* require that educators do the arduous work of figuring out how to apply generic PL to their specific content area or grade level. Rather, the PL should already be content-and grade-level specific enough that it is easy for educators to apply the learnings to their own work.
- Focus on equity and culturally responsive instruction.
- Help teachers use their HQIM to best meet the needs of students who are above and below grade-level.
- Foster a culture that is supportive of adult learning and improvement.
- Be "job-connected." Professional learning should deliberately and explicitly model the rigorous, engaging, and relevant learning activities in which students are expected to engage.
 Participating educators should have the opportunity to practice using the materials provided and the strategies and skills they've learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

Component C: Submission Requirements

Proposers who choose to submit proposals for Component C must submit the following:

- Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- PL model description
 - Approach (limit 500 words)
 - Describe your organization's approach to providing initial PL for teachers and/or leaders on HQIM.
 - Instructional material expertise
 - In which instructional materials currently rated "green" on <u>EdReports</u> (<u>https://edreports.org/</u>) does your organization have expertise?

Publisher	Product Title	Content Area	Grade Level(s)

- *Staffing* (limit 500 words)
 - Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.
- Effectiveness (limit 200 words)
 - How will you measure the effectiveness of your services? How do you use that data?
- Capacity
 - How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?
 - 1-5
 - 6-15
 - 16-30
 - 30-60
 - 60-100
 - 100+
- Sustainability (limit 200 words)
 - Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the contract.

- Customization (limit 200 words)
 - Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.
- *Convening a cohort of districts* (limit 200 words)
 - Describe your organization's experience convening teachers and leaders across multiple districts for initial/introductory professional learning that builds their familiarity with the structure, approach, and key components of the HQIM.
 - Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - o Name
 - o Organization
 - o Title
 - o Email address
 - o Phone number
- A small sample of PL materials focused on providing initial/introductory professional learning for teachers and/or leaders that builds their familiarity with the structure, approach, and key components of an instructional material that is rated "green" on <u>EdReports</u> (<u>https://edreports.org/</u>) at the time of this proposal; may include sample presentations, handouts, course syllabus.
- DDOE ELA & Mathematics HQPL Vendor Resource Guide template
- Assurances

Rubric for Part 3, Component C: Initial PL for Teachers and Leaders

Category	Criteria	Evidence	Strengths	Weaknesses
Company Background and Experience	Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with	Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract.		
(Max Score: 25)	projects similar in size, scope, technical requirements, and function to the proposed contract.	To what extent has [your prior] PL been successful? How do you know?		
		Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support.		
Approach and Methodology	Proposer demonstrates strong alignment to DDOE's beliefs and	What role does your organization believe HQIM play in supporting effective instruction?		
(Max Score: 45)	 approach related to the role of high- quality instructional materials (HQIM) and the types of support that educators need to successfully 	How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning?		
	implement HQIM.	What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms?		
		Provide an example of how you have helped a client build coherence within their system as it relates to HQIM.		
		Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the		

		contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).	
	Proposer demonstrates the ability to design and facilitate a series of	Describe your organization's approach to providing initial PL for teachers and/or leaders on HQIM.	
	professional learning opportunities that results in participating educators' being able to implement or support	In which instructional materials currently rated "green" on EdReports does your organization have expertise?	
	the implementation of best practices related to the science of reading.	A small sample of PL materials focused on providing pre-service professional learning for teachers and/or leaders that builds their familiarity with the structure, approach, and key components of an instructional material that is rated "green" on EdReports at the time of this proposal; may include sample presentations, handouts, course syllabus.	
		Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.	
		How will you measure the effectiveness of your services? How will you use that data?	
		Describe your organization's experience convening teachers and leaders across multiple districts for pre- service professional learning that builds their familiarity with the structure, approach, and key components of the HQIM.	
		Are you willing and able to convene multiple Delaware districts for this training?	
		DDOE ELA & Mathematics HQPL Vendor Resource Guide template	

		Assurances	
Proposed Staff Qualifications (Max Score: 20)	Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract. The program management staff has credentials in management with experience in managing similar sized professional learning programs. The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.	Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?	
Cost (Max Score: 10)			

Component D: Ongoing PL for Teachers and Leaders

Component D: Scope of Work

Contractor(s) shall provide ongoing, content-specific, job-embedded professional learning for teachers that builds their ability to use HQIM. And/or contractor(s) shall provide ongoing, job-embedded professional learning for leaders that builds their ability to monitor the quality of implementation and provide aligned support to teachers.

Professional learning should:

- Build teachers' ability to use an instructional material that is rated "green" on <u>EdReports</u> (<u>https://edreports.org/</u>) at the time of this proposal in their classrooms, including but not limited to:
 - Building educators' content-specific instructional vision including foundational knowledge of the <u>Delaware English Language Arts/Literacy Standards</u> (http://www.corestandards.org/ELA-Literacy/) and/or the <u>Common Core Standards for</u> <u>Math (https://www.doe.k12.de.us/Page/2504)</u> including the <u>shifts</u> (https://achievethecore.org/category/419/the-shifts) in practice demanded by the standards.
 - Training teachers how to lead PLCs that help them prepare to teach upcoming lessons from their HQIM, including using student data to meet the needs of all learners
 - Helping teachers meet the needs of students who are above and below grade-level, including but not limited to emphasizing the importance of providing struggling students with access to grade-level content
 - Helping teachers use their HQIM to ensure their instruction fosters equity and is culturally responsive
 - Fostering teacher leadership and collaboration
- Build leaders' ability to monitor the quality of implementation of an instructional material that is rated "green" on <u>EdReports (https://edreports.org/)</u> at the time of this proposal and provide aligned support to teachers, including but not limited to:
 - Training leaders how to use walkthroughs in conjunction with an observation tool to monitor the quality of implementation
 - Helping leaders establish, schedule, and manage PLCs that allow teachers to effectively prepare to teach lessons from their HQIM
 - Building leaders' understanding of the importance of providing struggling students with access to grade-level content and how teachers can do so
 - Fostering teacher leadership and collaboration
- Be as specific to the subject and grade level as possible. The Professional learning should *not* require that educators do the arduous work of figuring out how to apply generic PL to their specific content area or grade level. Rather, the PL should already be content-and grade-level specific enough that it is easy for educators to apply the learnings to their own work.
- Foster a culture that is supportive of adult learning and improvement.

- Be "job-connected." Professional learning should deliberately and explicitly model the rigorous, engaging, and relevant learning activities in which students are expected to engage.
 Participating educators should have the opportunity to practice using the materials provided and the strategies and skills they've learned. Participants should have the opportunity to collaborate with peers, share best practices, and troubleshoot challenges together. Where applicable, PL should deliberately connect to statewide goal-setting approaches, assessment systems, and teacher evaluation practices.
- Focus on building local capacity and supporting sustainable change beyond the end of the contract term, including addressing coherence of school and district policies and practices (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).

Contractor must collect and share data on the extent to which participants met the stated objectives as well as data about participant satisfaction. Contractor must use that data to reflect and continuously improve.

Component D: Submission Requirements

Proposers who choose to submit proposals for Component D must submit the following:

- Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract. (limit 300 words)
- To what extent has this PL been successful? How do you know? (limit 200 words)
- PL model description
 - Approach
 - If applying to lead PL for *teachers*, describe your organization's approach to providing ongoing, content-specific, job-embedded professional learning for *teachers* that builds their ability to use HQIM. (limit 500 words)
 - If applying to lead PL for *leaders*, describe your organization's approach to providing ongoing, job-embedded professional learning for *leaders* that builds their ability to monitor the quality of implementation and provide aligned support to teachers. (limit 500 words)
 - Instructional material expertise
 - In which instructional materials currently rated "green" on <u>EdReport</u> (<u>https://edreports.org/</u>) does your organization have expertise?

Publisher	Product Title	Content Area	Grade Level(s)

- Staffing (limit 500 words)
 - Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training.
- Effectiveness (limit 200 words)
 - How will you measure the effectiveness of your services? How do you use that data?
- Capacity
 - How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?
 - 1-5
 - 6-15
 - 16-30
 - 30-60
 - 60-100
 - 100+
- Sustainability (limit 200 words)
 - Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the contract.
- Customization (limit 200 words)
 - Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.
- Convening a cohort of districts (limit 400 words)
 - If applying to lead PL for *teachers*, describe your organization's experience convening *teachers* across multiple districts for ongoing, content-specific, job-embedded professional learning for teachers that builds their ability to use an instructional material that is rated "green" on <u>EdReports</u> (<u>https://edreports.org/</u>) at the time of this proposal.
 - Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)
 - If applying to lead PL for *leaders*, describe your organization's experience convening *leaders* across multiple districts for ongoing, job-embedded professional learning that builds their ability to monitor the quality of implementation of an instructional material that is rated "green" on EdReports (<u>https://edreports.org/</u>) at the time of this proposal and provide aligned support to teachers.

- Are you willing and able to convene multiple Delaware districts for this training? (yes, no, maybe)
- Three professional references of clients (from three different organizations) for whom your organization has provided this type of support.
 - o Name
 - o Organization
 - o Title
 - o Email address
 - o Phone number
- Sample PL materials
 - If applying to lead PL for *teachers*, a small sample of PL materials focused on providing ongoing, content-specific, job-embedded professional learning for *teachers* that builds their ability to use an instructional material that is rated "green" on <u>EdReports</u> (<u>https://edreports.org/</u>) at the time of this proposal; may include sample presentations, handouts, course syllabus.
 - If applying to lead PL for *leaders*, a small sample of PL materials focused on providing ongoing, job-embedded professional learning for *leaders* that builds their ability to monitor the quality of implementation of an instructional material that is rated "green" on <u>EdReports (https://edreports.org/)</u> at the time of this proposal and provide aligned support to teachers; may include sample presentations, handouts, course syllabus.
- DDOE ELA & Mathematics HQPL Vendor Resource Guide template
- Assurances

Rubric for Part 3, Component D: Ongoing PL for Teachers and Leaders

Category	Criteria	Evidence	Strengths	Weaknesses
Company Background and Experience	Proposer demonstrates successful prior experience supporting three (3) or more SEAs and/or LEAs with	Briefly describe your organization's prior experience leading PL in similar size, scope, technical requirements, and function to the proposed contract.		
(Max Score: 25)	projects similar in size, scope, technical requirements, and function to the proposed contract.	To what extent has [your prior] PL been successful? How do you know?		
		Provide three professional references of clients (from three different organizations) for whom your organization has provided this type of support.		
Approach and Methodology	Proposer demonstrates strong alignment to DDOE's beliefs and	What role does your organization believe HQIM play in supporting effective instruction?		
(Max Score: 45)	approach related to the role of high- quality instructional materials (HQIM) and the types of support that educators need to successfully	How does your organization define and identify HQIM for the content area(s) for which you are proposing to provide professional learning?		
	implement HQIM.	What is your organization's theory of action related to ensuring meaningful learning for all students in each of your client's classrooms?		
		Provide an example of how you have helped a client build coherence within their system as it relates to HQIM.		
		Describe how your organization builds client capacity and puts measures in place to support the longevity of effective implementation beyond the term of the		

	contract (e.g. ensuring grading, lesson planning, scheduling practices support the use of HQIM).	
Proposer demonstrates the ability to design and facilitate a series of professional learning opportunities that results in participating educators' being able to implement or support the implementation of best practices related to the science of reading.	If applying to lead PL for teachers, describe your organization's approach to providing ongoing, content- specific, job-embedded professional learning for teachers that builds their ability to use HQIM. If applying to lead PL for leaders, describe your organization's approach to providing ongoing, job- embedded professional learning for leaders that builds their ability to monitor the quality of implementation and provide aligned support to teachers.	
	In which instructional materials currently rated "green" on EdReports does your organization have expertise?	
	If applying to lead PL for teachers, a small sample of PL materials focused on providing ongoing, content- specific, job-embedded professional learning for teachers that builds their ability to use an instructional material that is rated "green" on EdReports at the time of this proposal; may include sample presentations, handouts, course syllabus.	
	If applying to lead PL for leaders, a small sample of PL materials focused on providing ongoing, job-embedded professional learning for leaders that builds their ability to monitor the quality of implementation of an instructional material that is rated "green" on EdReports at the time of this proposal and provide aligned support to teachers; may include sample presentations, handouts, course syllabus.	

Describe to what extent and in what ways PL can be customized to meet LEAs' specific needs.	
How will you measure the effectiveness of your services? How will you use that data?	
If applying to lead PL for teachers, describe your organization's experience convening teachers across multiple districts for ongoing, content-specific, job- embedded professional learning for teachers that builds their ability to use an instructional material that is rated "green" on EdReports at the time of this proposal.	
Are you willing and able to convene multiple Delaware districts for this training?	
If applying to lead PL for leaders, describe your organization's experience convening leaders across multiple districts for ongoing, job-embedded professional learning that builds their ability to monitor the quality of implementation of an instructional material that is rated "green" on EdReports at the time of this proposal and provide aligned support to teachers.	
Are you willing and able to convene multiple Delaware districts for this training?	
DDOE ELA & Mathematics HQPL Vendor Resource Guide template	
Assurances	

Proposed Staff Qualifications (Max Score: 20)	Proposer demonstrates that they have sufficient qualified personnel to work closely with the DDOE to manage the contract. The program management staff has credentials in management with experience in managing similar sized professional learning programs. The content development staff has credentials in the content area(s) for which they will be developing professional learning sessions and/or has teaching experience in the content area(s), plus experience in developing and leading professional learning for teachers and/or leaders.	Describe your organization's process for selecting, training, evaluating, and coaching staff members who provide this training. How many client-facing facilitators/trainers/coaches does your organization employ at the time of this proposal?	
Cost (Max Score: 10)			

APPENDIX C



LITERACY PLAN

PREKINDERGARTEN TO GRADE 3



Continuous improvement for students in Delaware public schools

June 2019

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A MESSAGE FROM THE DELAWARE SECRETARY OF EDUCATION

Students spend their earliest years learning to read. They need strong literacy skills to absorb information in math and science, social studies, the arts, and every other subject.

Having a strong literacy foundation is crucial for Delaware children's success in school and life. That is why improving third-grade literacy has been a key education initiative of Governor John Carney since before he took office. Recognizing how critical literacy skills are for our young learners, he has directed focus and resources to this work.

According to the Children's Reading Foundation, students who aren't reading at grade level aren't able to comprehend up to half of the printed fourth-grade curriculum. The Annie E. Casey Foundation's KIDS COUNT Special Report, "Early Warning! Why Reading





by the End of Third Grade Matters," cites this among many warnings supporting the importance of early literacy. The report also points to Yale University research showing that 3 out of 4 students who are poor readers in third grade remain poor readers in high school.

That is why educators, families, policymakers and community and nonprofit partners must collaborate if we are going to successfully support our children's literacy growth. The state's students cannot afford to have our efforts be well-meaning but disjointed. I am excited this plan provides clear opportunities for us to work together in a coordinated manner. Thank you for your support.

Sincerely,

Susan S. Bunting, Ed.D. Secretary of Education

Delaware Literacy Plan Committee

Jenna Ahner - Executive Director, Delaware State Board of Education Dawn Alexander - Preschool Expansion Coordinator, Colwyck Elementary School, Colonial School District Pamala Alfaro - Academic Support Team, Delaware Department of Education Lisa Ali-Turner - ELA Curriculum Supervisor, Appoquinimink School District Christine Alois - Deputy Secretary of Education, Delaware Department of Education Bridget Amory - Director of Student Learning, Milford School District Amy Baker-Sheridan - Academic Support Team, Delaware Department of Education Cherie Bergold - Reading Specialist, W. Reily Brown Elementary School, Caesar Rodney School District Sara Bushey - Teacher, Lake Forest North Elementary, Lake Forest School District Andrea Elling - Teacher, Little Vikings Early Childhood Center, Cape Henlopen School District John Fisher-Klein - Office of Early Learning, Delaware Department of Education Monica Gant - Academic Support Associate Secretary, Delaware Department of Education Caitlin Gleason - Office of Early Learning, Delaware Department of Education Katie Gutowski - Curriculum Specialist, Colonial School District Kelly Hageman - Curriculum Director, Seaford School District Valerie Hall - Reading Specialist, Shortlidge Academy, Red Clay Consolidated School District Marisa Hockman - Assistant Principal, Georgetown Elementary School, Indian River School District Etheleen Hunter - Teacher, McIlvaine Early Childhood Center, Caesar Rodney School District Michelle Jackson - Academic Support Team, Delaware Department of Education Ayanna Johnson - Principal, Kuumba Academy Charter School Kathy Kelly - Director of Curriculum and Instruction, Academic Support Team, Delaware Department of Education Kim Krzanowski - Office of Early Learning Executive Director, Delaware Department of Education Lisa Lawson - Director of Special Education, Brandywine School District Paige Morgan - Principal, Booker T. Washington Elementary School, Capital School District Tiesha Niblett - Instructional Literacy Coach, Laurel School District Janice Parsons - Academic Support Team, Delaware Department of Education Tracy Pawlikowski - Teacher, Providence Creek Academy Jalee Pernol - Academic Support Team, Delaware Department of Education Tracy Propes - Reading Specialist, Phillis Wheatley Elementary, Woodbridge School District Cary Riches - Curriculum Director, Brandywine School District Marie Robinson - Reading Specialist, Capital School District Shelley Rouser - Education Department Chair, Delaware State University Mike Saylor - Educator Support Team, Delaware Department of Education Sharon Walpole - Director, Professional Development Center for Educators, University of Delaware June Wicks - Curriculum Director, Smyrna School District Dave Wilkie - Principal, McVey Elementary School, Christina School District Jenna Wooldridge - Teacher, Newark Charter School

INTRODUCTION

PURPOSE

For nearly half a decade, reading proficiency rates in Delaware have remained relatively flat, with roughly 52 percent of students reading at grade level each year since 2015. State-level achievement rates in grade 3 during this same time period show specific student groups experienced decreases in reading proficiency rates as well, as seen on the chart below. ¹

Subgroup	Grade 3
Black or African-American	-3%
All Students	-2%
Asian	-2%
English learners	1 3%
Hispanic or Latino	-2%
Low-income	-1%
Multiracial	-4%
Students with disabilites	-10%
White	-

As a result of these trends, increasing student achievement in reading and writing as well as closing literacy achievement gaps among student groups have been identified as critical areas of need for the state. The Delaware Literacy Plan establishes a framework to address the state's literacy challenges. Literacy success requires a combination of high-quality early learning experiences, rigorous elementary and secondary instruction and strong community support. Through the plan, our commitment is to

- Provide guidance and support to districts and schools
- Increase professional development opportunities
- Develop tools to support educators in eliminating achievement gaps and increasing learning across the curriculum for all students in Delaware
- Increase collaboration among stakeholders
- Engage families in supporting literacy

¹ Delaware Department of Education, *State Assessment Results*. August 2018. https://www.doe.k12.de.us.

Additionally, the Delaware Literacy Plan establishes a consistent voice around literacy with which to address the state's literacy challenges and provide a foundation for focused support from the Delaware Department of Education.

To support the need for all students to read, write and communicate effectively, Delaware's Literacy Plan team was comprised of multiple stakeholders with a variety of experiences and expertise in child development, essential practices in literacy and the science of reading. A system such as this requires coordination and collaboration among many different institutions.

STRATEGIC INTENTS

There is much more to the strategy of reading than the skill of sounding out a list of words and pronouncing them correctly. "Skills are automatic, routine, and associated primarily with lower levels of thinking and learning."² In contrast, Schumm describes strategies as processes that "are controlled by the reader" enabling them to think, reason, and make sense of what is being read.³ A combination of both skills and strategies is necessary for students to be successful readers. Students demonstrate proficiency on summative reading assessments by demonstrating a range of knowledge, skills, and dispositions as shown below.

- Print awareness/concepts of print
- Phonological awareness
- Decoding and word recognition
- Word-reading strategies
- Comprehension monitoring
- Reading fluency
- Vocabulary knowledge
- Vocabulary strategies
- Morphological analysis
- Science and social studies knowledge
- Graphophonological semantic cognitive flexibility
- Syntactic awareness
- Text structure analysis
- Executive skills (e.g. inhibitory control)
- Genre knowledge
- Comprehension strategies
- Literal comprehension
- Inferential comprehension
- Critical comprehension
- Scanning and skimming
- Text navigation and search
- Reading stamina
- Facilitative reading attitudes⁴

² Janice A. Dole, Gerald G. Duffy, Laura R. Roehler and P. David Pearson, "Moving from the Old to the New: Research on Reading Comprehension Instruction," *Review of Educational Research*, Vol. 61, No. 2 (Summer, 1991), pp. 239-264.

³ Schumm, Jeanne Shay, *Reading Assessment and Instruction* (New York: The Guilford Press, 2006), 229.

⁴ Duke, Nell K. "Reading by Third Grade: How Policymakers Can Foster Early Literacy," *The State Education Standard* (May 2019), http://www.nasbe.org/wp-content/uploads/2019/05/Standard_May2019_WEB_FINAL.pdf.

Delaware's Content Standards provide educators with the knowledge, skills, and dispositions students need to achieve grade-level proficiency. The Delaware Department of Education (DDOE) regularly conducts site visits to schools to support the use of the state's standards. Over a two-year period from 2016-2018, site visits revealed 3 of 16 districts and 1 of 4 charter schools effectively demonstrated enacted curriculum aligned to standards-based written curriculum.

To provide support for all students toward reading proficiency, the Delaware Literacy Plan outlines four strategic intents with aligned key activities. Each of the following strategic intents is considered a necessary driver to meet the goal of success in literacy:

- Align Core Instruction to the Standards
- Implement Curriculum using High Quality Instructional Materials (HQIM)
- Enhance Early Literacy Instruction
- Support Educators through Institutes of Higher Education (IHEs)

EXPECTED OUTCOMES

As a result of an intentional focus on the four strategic intents, the following outcomes are expected:

- An increase in student learning outcomes
- An increase in educator professional learning opportunities and literacy knowledge
- An increase in aligned partnerships



How to Read this Plan:

The action steps outlined in this literacy plan are meant to increase collaboration among stakeholders throughout the state. Each strategic intent includes action steps labeled with an icon for teachers, leaders and partners. Find the icon you most identify with to read how you can best support increased literacy proficiency for Delaware students.



Scan this code to connect directly to the electronic version of this plan.

To access the electronic version of this plan as well as additional resources linked to each strategic intent, please visit <u>https://www.doe.k12.de.us/literacyplan</u>.

For additional information regarding the Literacy Plan, please contact Associate Secretary of Academic Support Monica Gant at <u>monica.gant@doe.k12.de.us</u>.

Teachers



Those primarily responsible for literacy instruction aligned to grade-level standards.

Leaders



Those responsible for supporting literacy instruction, including building, district and charter administrators, instructional and literacy coaches, curriculum directors and teacher leaders. Partners



Stakeholders that support literacy instruction efforts, including the Delaware Department of Education, community and civic organizations, public and private literacy experts, and institutes of higher education (IHEs).



The family is a child's first teacher. Though this plan was developed to address strategies for school-aged students, the focus on children's development from birth is integral to their success as future readers. With this in mind, when applicable, each strategic intent also includes strategies for families to use to support their children along the way.

GLOSSARY OF TERMS

- Adult skill development: The practice in which adults engage in systematic and sustained selfeducation in order to gain new forms of knowledge, skills, attitudes, or values; includes any form of learning adults engage in beyond traditional education settings, encompassing on-going literacy in academic and technical areas or personal fulfillment
- **Balanced** assessment: Includes screening, diagnostics, intervention(s) alignment, and progress monitoring that is developmentally appropriate and aligned to foundational skills
- **Charter schools:** Independently run public schools authorized by the Delaware Department of Education or a Delaware public school district that are granted greater flexibility in their operations but receive public school funding and are held accountable for academic, financial, and organizational performance
- **Competency-based:** Articulates a discrete skill to support educator practice and the specific evidence educators must submit to demonstrate their competence in that skill
- **Delaware Academic Standards:** Expectations for what students should know and be able to do at the end of each grade, kindergarten to 12, adopted in 2010
- Delaware Department of Education (DDOE): Primary function is to establish policy, administer and coordinate most federal assistance, enforce federal educational laws, and provide support to districts and charter schools
- Efficacy: The belief in one's ability to succeed
- **Enacted curriculum:** Teacher and student interactions focused on instructional materials and practices and implementation of guidance documents
- **High-yield instructional strategies:** Actions or approaches that have the greatest positive affect on student achievement for all students, in all subject areas, at all grade levels
- Incumbent worker training: Training or professional learning that meets the specific requirements of an employer or group of employers to retain a skilled workforce; includes assisting workers to obtain the skills necessary to retain employment or avert the layoff of the incumbent worker
- Institutes of higher education (IHEs): Public or private higher education colleges or universities
- Key activities: Series of actions that will have impact on achievement outcome
- Leaders: Those responsible for supporting literacy instruction, including building and district administrators, instructional and literacy coaches, curriculum directors, and teacher leaders.

GLOSSARY OF TERMS

- Learning Progressions: Shows the trajectory of each English language arts standard from kindergarten through grade 12 and illustrates the importance of understanding the vertical alignment of the Delaware English language arts/literacy standards.
- **Micro-credentials:** Evidence-based professional development activities that are competencybased, personalized, on-demand, and shareable; educators must demonstrate their competence via evidence submitted and reviewed by trained evaluators
- Multi-tiered System of Support (MTSS): Framework for identifying students who need academic and/or behavioral support; making data-driven decisions, implementing evidence-based interventions aligned to needs, and monitoring student progress on their response to interventions provided
- **Partners:** Internal and external stakeholders who support literacy instruction efforts, including Delaware Department of Education, community and civic organizations, public and private literacy experts, institutes of higher education
- Professional development: Singular opportunity to gain and improve knowledge and skills
- **Professional learning:** Based on the specific learning needs of the students and school community, individualized for the strengths and needs of the educators, grounded in the principles of adult learning theory, sustained and supported through implementation with coaching and follow-up, and consistently monitored and assessed to evaluate its impact on student learning and adjusted when necessary
- **Relevant data:** Data that identifies areas for growth as well as opportunities to monitor progress toward the improvement goal
- Skillful use of high quality instructional materials (HQIM): Purposeful and engaging materials based on student needs and aligned to standards for teachers and observation and feedback of critical literacy components for leaders.
- Teachers: Those primarily responsible for literacy instruction aligned to grade level standards
- Vendor guide: A list of vendors compiled by the Delaware Department of Education that provide initial and ongoing professional learning in targeted areas of need
- Universal Design for Learning (UDL) A set of principles for designing curriculum that provides an individual with equal opportunities to learn; the UDL framework is grounded in three principles for multiple means of representation, action and expression, and engagement to meet the diverse needs of all students
- Written curriculum: Guidance documents that align standards, scope and sequence, and pacing guides

Strategic Intent 01 ALIGN CORE INSTRUCTION TO THE STANDARDS

Introduction

All students should receive standardsaligned core instruction. Providing access to standards-aligned curriculum is necessary for students with or at risk for disabilities as well.⁵ Whether educators use whole group instruction, differentiated small group instruction or independent practice, curriculum should

- Be aligned to the state's content standards
- Allow all students access to the core content
- Use evidence-based instructional strategies and practices
- Demonstrate evidence of learning⁶

Additionally, educators should include the following evidence-based practices in

their classroom instruction to further student learning:

- A research-based core curriculum
- Culturally and linguistically responsive practices
- Universal screening to determine students' current level of performance
- Differentiated learning activities to address individual student needs
- Accommodations to ensure all students have access to the curriculum
- Problem solving to identify any needed interventions and to address behaviors that may keep students from demonstrating academic skills; students who require interventions should continue to receive instruction in the core curriculum⁷

Standards-aligned core instruction helps keep students on track to meet targeted goals and expectations in Delaware schools.

⁵ U.S. Department of Education, "Improving Achievement of Struggling Readers," Combined Federal Programs Meeting, Washington D.C., (2018): 9.

⁶ National Association for the Education of Young Children & National Association of Early Childhood Specialists in State Departments of Education, "Where we stand on curriculum assessment and program evaluation." (2005) https://www.naeyc.org/sites/default/files/globally-shared/downloads/PDFs/resources/position-statements/StandCurrAss.pdf? _sm_au_=iVVT8ZnpLCpjRfLq

² Strigat_Provide Formation, "Essential Components fo RTI - A Closer Look at Response to Intervention," (2010): 10 https://rti4success.org/sites/default/files/rtiessentialcomponents_042710.pdf

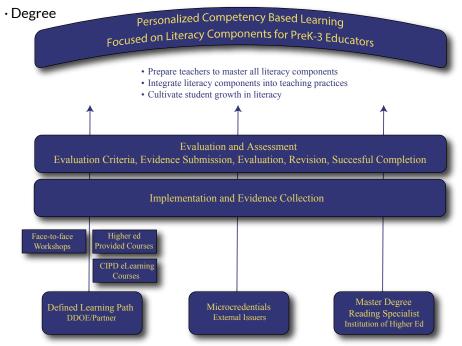


T1.1: Increase expertise in providing standards-aligned core literacy instruction

- Strategy T1.1A: Engage in competency based professional learning topics focused on the essential components of reading, writing, Universal Design for Learning Principles, and Multi-tiered System of Support
- Strategy T1.1B: Participate in professional learning opportunities focused on the <u>Learning</u> <u>Progressions</u> and implementing high-yield instructional strategies to ensure access to standards-aligned instruction for all students
- **Strategy T1.1C:** Participate in professional learning focused on equity and culturally responsive instruction
- Strategy T1.1D: Participate in professional learning focused on targeted support for students with disabilities

T1.2: Access various modes of competency-based professional learning, including face-to-face, online, and one-on-one that lead to high quality differentiated pathways

- Defined Learning Pathway
- · Micro-credential Pathway



STRATEGIC INTENT 1: ALIGN CORE INSTRUCTION TO THE STANDARDS



T1.3: Ensure all students have access to a Multi-tiered System of Support (MTSS)

- **Strategy T1.3A:** Utilize a MTSS model to meet both academic and behavioral needs of all students and provide individualized, targeted instruction based on student need
- **Strategy T1.3B:** Engage in collaborative data based decision making teams to regularly review student progress and adjust interventions and groupings based on student growth and need

T1.4: Monitor student progress toward proficiency

- Strategy T1.4A: Participate in professional learning on the use of a balanced assessment system aligned to core instruction
 - Partner with IHEs
 - · Partner with experts in the field
- Strategy T1.4B: Use curriculum-embedded activities and assessments to guide, monitor and support instruction

Multi-tiered System of Support (MTSS)

Academic

Student's response to academic instruction and tiered support. MTSS is a framework that aligns academic and behavior support to better serve the whole child.

Behavior

Student's response to positive behavior tiered support.



L1.1: Support implementation of standards-aligned core literacy instruction

- Strategy L1.1A: Provide access to and participate in competency based professional learning topics focused on the essential components of reading, writing, Universal Design for Learning Principles, and Multi-tiered System of Support
- Strategy L1.1B: Provide access to and participate in professional learning opportunities focused on the <u>Learning Progressions</u> and implementing high-yield instructional strategies to ensure access to standards aligned instruction for all students
- **Strategy L1.1C:** Provide access to and participate in professional learning focused on equity and culturally responsive instruction
- **Strategy L1.1D:** Provide access to and participate in professional learning focused on targeted support for students with disabilities

L.1.2: Provide access to and participate in various modes of competency-based professional learning, including face-to-face, online, and one-on-one that lead to high-quality differentiated pathways to acquire expertise

- Defined Learning Pathway
- · Micro-credential Pathway
- Degree





L1.3: Ensure all students have access to a Multi-tiered System of Supports (MTSS)

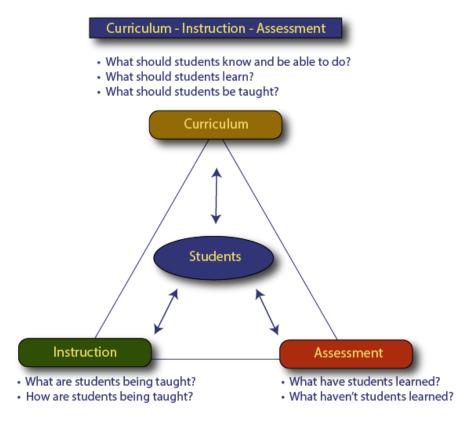
- Strategy L1.3A: Support teachers and other support staff in utilizing a MTSS model to meet both academic and behavioral needs of all students and provide individualized, targeted instruction based on student need
- **Strategy L1.3B:** Provide time, space, and resources for teachers to engage in collaborative data-based decision making teams to regularly review student progress and adjust interventions and groupings based on student growth and need





L1.4: Monitor progress through alignment of curriculum, instruction, assessment and school-level data

- **Strategy L1.4A:** Provide access to and participate in the use of a balanced assessment system aligned to core instruction
 - Partner with IHEs
 - Partner with experts in the field
- **Strategy L1.4B:** Review school-wide summative data for the purpose of measuring progress in trend data at benchmark years
- Strategy L1.4C: Align progress monitoring and formative assessments to set benchmarks
- Strategy L1.4D: Design and evaluate instructional frameworks to address school level data trends
- **Strategy L1.4E:** Use, review and monitor curriculum-embedded activities and assessments to guide, monitor and support instruction





P1.1: Support implementation of standards-aligned core literacy instruction

- Strategy P1.1A: Review and update Delaware Learning Progressions with district/school specialists
- Strategy P1.1B: Develop and extend professional learning opportunities focused on the Learning Progressions and implementing high-yield instructional strategies, including culturally responsive instruction and targeted support for students with disabilities
 - Partner with Institutes of Higher Education (IHEs)
 - \cdot Partner with experts in the field
- Strategy P1.1C: Facilitate a statewide convening on best practices in literacy instruction

P1.2: Support the implementation of Multi-tiered System of Support (MTSS)

- Strategy P1.2A: Develop and offer professional learning opportunities, and provide resources to support the implementation of a MTSS model to meet both academic and behavioral needs of all students and provide individualized, targeted instruction based on student need
- Strategy P1.2B: Develop and offer professional learning opportunities that support collaborative databased decision making teams in the regular review of student progress and adjustment of interventions and groupings based on student growth and need

P1.3: Monitor student progress towards proficiency

- **Strategy P1.3A:** Develop and extend professional learning on the use of a balanced assessment system aligned to core instruction
 - \cdot Partner with IHEs
 - \cdot Partner with experts in the field



P1.4: Extend opportunities for additional training/expertise

- Strategy P1.4A: Identify qualified professionals to develop micro-credentials
- Strategy P1.4B: Partner with experts in the field to review and evaluate microcredentials

P1.5: Acknowledge additional training/expertise

- Strategy P1.5A: Identify sources of compensation
 - \cdot Attaining literacy expertise
 - Defined Learning Paths
 - \cdot Micro-credentials
 - \cdot Serving in leadership roles
 - Planning and delivering professional learning
- Strategy P1.5B: Identify sources of reimbursement for literacy coursework

P1.6: Connect with beyond school day activities

- **Strategy P1.6A:** Provide after-school providers with resources and professional learning opportunities that support school/district literacy efforts
 - · Identify available after-school providers for each school/district
 - · Collaborate with community literacy partners



In an effort to support the activities related to each strategic intent, please see the following resources for families.

Families

- <u>RTI Action Network for Parents</u> supporting the needs of your child at home and communicating with teachers at school
- <u>Reading Tips for Parents</u> in multiple languages reading tips to support your child
- <u>National PTA</u> multiple resources from the National Parent Teacher Association
- Put Children First Helping Your Child Learn to Read, A Parent Guide
- <u>Parent Guides to Success</u> Literacy and Mathematics Guides to assist parents in navigating the standards
- <u>PTA Family Guides to Support Your Child</u> help parents and caretakers find valuable tips for helping their child succeed in key learning areas
- <u>Understanding College and Career Readiness</u> explaining college and career readiness
- <u>English Language Arts/Literacy Standards</u> the DE English Language Arts/Literacy Standards
- <u>What Parents Should Know about the Smarter Assessment</u> understanding the Smarter Assessment



TIMELINE

					2000 12				
	Strategic Intent #1 - Timeline	In Progress		Winter 2020	Spring 2020	Summer 2020	Fall 2020	Winter 2021	Spring 2021
	T1.1: Increase expertise in providing standards-aligned core literacy instruction								
Teachers	Strategy T1.1A: Engage in competency-based								
	professional learning (PL) topics								
	Strategy T1.1B: Participate in PL opportunities								
	focused on the Learning Progressions and								
	implementing high-yield instructional strategies								
	Strategy T1.1C: Participate in PL focused on equity								
	and culturally responsive instruction								
	Strategy T1.1D: Participate in PL focused on								
	targeted support for students with disabilities								1
	T1.2: Access various modes of competency-based PL, including face-to-face, online, and one-on-one that lead to high-quality differentiated pathways								
	Defined Learning Pathway								
F	Micro-credential Pathway			s					
	T1.3: Ensure all students have access to a Multi-tiered Sy	stom of	Supr	ort (M	(227)				
	Strategy T1.3A: Utilize a MTSS model		Տաքը		133)			·	[
	Strategy T1.3B: Engage in collaborative data-based								
	decision-making teams								
	T1.4: Monitor student progress toward proficiency								
	Strategy T1.4A: Participate in PL on using a								
	balanced assessment system aligned to core								
	Strategy T1.4B: Use curriculum-embedded								
	activities and assessments				a				
	L1.1: Support implementation of standards-aligned core	literacy	instr	uction					
	Strategy L1.1A: Provide access to and participate in								
	competency-based PL topics								
	Strategy L1.1B: Provide access to and participate in								
	PL opportunities focused on the Learning								
Leaders	Progressions and implementing high-yield								
	instructional strategies								
	Strategy L1.1C: Provide access to and participate in								
	PL on equity and culturally responsive instruction					Ļ			
	Strategy L1.1D: Provide access to and participate								
	in PL on targeted support for students with disabilities								
		of com	noton	ou hor	ad DI	inaludi	ng fo	aa ta fi	0.00
	L.1.2: Provide access to and participate in various modes of competency-based PL, including face-to-face, online, and one-on-one that lead to high-quality differentiated pathways								
	Defined Learning Pathway	lateu pa	itiiva	lys		1		(iii	64
	Micro-credential Pathway								
	L1.3: Ensure all students have access to MTSS		I		I				(
	Strategy L1.3A: Support teachers and other								
	support staff in utilizing a MTSS model								
	Strategy L1.3B: Provide time, space, and resources								
	for teachers to engage in collaborative data-based								
	decision-making teams								
	enversendiging generating 🗘 (in internet)								

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress .

TIMELINE

	Strategic Intent #1 - Timeline	In Progress		Winter 2020	Spring 2020	Summer 2020	Fall 2020	Winter 2021	Spring 2021	
	L1.4: Monitor progress through alignment of curriculum,	instruc	tion,	assess	menta	and scho	ool-le	vel dat	a	
Leaders	Strategy L1.4A: Provide access to and participate in									
	the use of a balanced assessment system aligned to									
	core instruction									
	Strategy L1.4B: Review school summative data				2					
	Strategy L1.4C: Align progress monitoring and									
	formative assessments to set benchmarks									
	Strategy L1.4D: Design and evaluate instructional									
	frameworks									
	Strategy L1.4E: Use, review and monitor									
	curriculum-embedded activities and assessments									
	P1.1: Support implementation of standards-aligned core	literacy	instr	uction						
	Strategy P1.1A: Review and update Delaware									
	Learning Progressions with district/school									
Partners	specialists									
	Strategy P1.1B: Develop and extend PL									
	opportunities focused on the Learning Progressions									
	and implementing high-yield instructional									
	strategies									
	Strategy P1.1C: Facilitate a statewide convening on									
	best practices in literacy instruction									
	P1.2: Support the implementation of MTSS									
	Strategy P1.2A: Develop and offer PL									
	opportunities, and provide resources to support the									
	implementation of a MTSS model									
	Strategy P1.2B: Develop and offer PL opportunities									
	that support collaborative data-based decision-									
	making teams				4					
	P1.3: Monitor student progress toward proficiency									
	Strategy P1.3A: Develop and extend PL on the use									
	of a balanced assessment system aligned to core									
	instruction									
	P1.4: Extend opportunities for additional training/exper	tise			1					
	Strategy P1.4A: Identify qualified professionals to									
	develop micro-credentials		_							
	Strategy P1.4B: Partner with experts in the field to									
	review and evaluate micro-credentials									
	P1.5: Acknowledge additional training/expertise				·		_			
	Strategy P1.5A: Identify sources of compensation									
	Strategy P1.5B: Identify sources of reimbursement									
	for literacy coursework					J				
	P1.6: Connect with beyond school day activities									
	Strategy P1.6A: Provide after-school providers									
	with resources and PL opportunities; collaborate									
	with community literacy partners									
		_	_							

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress .

Strategic Intent

IMPLEMENT CURRICULUM USING HIGH-QUALITY INSTRUCTIONAL MATERIALS

Introduction

Research shows that educators who use high-quality instructional materials (HQIM) in the classroom can improve student learning outcomes equal to or greater than many interventions.⁸ HQIM often

- Make instruction easier, more efficient and more effective
- Allow educators to meet the needs of individual students
- Inspire educators to further engage students in learning
- Advance student learning
- Increase coherence across schools, districts and states
- Connect high curriculum standards, effective instruction, assessments and professional learning⁹

To support the use of HQIM, educators should receive increased access to professional learning opportunities as well as more time to work collaboratively with their colleagues. A high-quality instructional resource can provide educators within a school and across a school system a shared understanding of how to organize the work at the classroom level.¹⁰

High Quality Curriculum + Professional Learning = Improved Reading Instruction

Per EdReports, 5 out of 15 (33%) of elementary curricular resources in use in Delaware in the 2017-2018 school year were of high quality, and 7 out of 32 districts and charters (22%) reviewed had adopted HQIM in elementary English language arts. 11

 ⁸ Sara Allan and Rachel Leifer, "How High-Quality Instructional Materials Can Drive Teacher Growth," *Bill & Melinda Gates Foundation*. http://k12education.gatesfoundation.org/blog/high-quality-instructional-materials-can-drive-teacher-growth/
 ⁹ Achieve the Core, "Instructional Materials Plus Teacher Supports Equals Student Success," *achieve.org*, (2017). https://issuu.com/achieveinc/docs/im_doc_2.0

¹⁰ Sara Allan and Rachel Leifer, "How High-Quality Instructional Materials Can Drive Teacher Growth," Bill & Melinda Gates Foundation. http://k12education.gatesfoundation.org/blog/high-quality-instructional-materials-can-drive-teacher-growth/

 ¹¹ Delaware Department of Education, "Literacy Cadre: Resources for Assessment and Instruction Survey," (2017); Ed Reports, "Reports Center," edreports.org, https://www.edreports.org/reports.

"Compelling evidence shows that improving curriculum can positively impact student outcomes.

"Investments in curriculum components are highly scalable, and effects are greatest with weakest teachers, who are disproportionately present in high-needs classrooms."¹²



¹² Chiefs for Change, "Hiding In Plain Sight - Leveraging Curriculum to Improve Student Learning," (2017):8. http://chiefsforchange.org/policy-paper/4830/



T2.1: Increase expertise in the selection and skillful use of HQIM

- **Strategy T2.1A:** Connect resources to standards and student needs identified through data for skillful use of HQIM
- **Strategy T2.1B:** Understand and implement the key elements of reading instruction and how students learn to read for skillful use of HQIM
- Strategy T2.1C: Understand and implement various methods to engage students in their opportunities for reading practice for skillful use of HQIM

T2.2: Participate in district/charter ongoing HQIM review of instructional materials to ensure they meet the needs of all students, are culturally relevant, and provide access to grade level standards

- Strategy T2.2A: Consult independent reviews such as EdReports for HQIM
- **Strategy T2.2B:** Use rubrics (i.e. <u>EQuIP</u>, <u>IMET</u>, <u>IES</u>) to identify how well-aligned district resources are to the common core standards
- **Strategy T2.2C:** Utilize a vetting process for research-based core curriculum that is comprehensive and evidence-based
- **Strategy T2.2D:** Use tools such as the <u>IMET</u> to ensure materials are easily accessible, high interest, high quality, culturally relevant reading choices for students
- **Strategy T2.2E:** Utilize Adoption Tool Guide to support resource adoption and implementation



L2.1: Increase expertise in selection and use of HQIM

- **Strategy L2.1A:** Connect resources to standards and student needs identified through data to support skillful use of HQIM
- **Strategy L2.1B:** Understand the key elements of reading instruction and how students learn to read to support skillful use of HQIM
- Strategy L2.1C: Understand various methods to engage students in their opportunities for reading practice to support skillful use of HQIM
- **Strategy L2.1D:** Provide feedback based on observed key elements of reading instruction and how students learn to read to support skillful use of HQIM.
- Strategy L2.1E: Use vendor guide to secure HQIM training

L2.2: Support teacher engagement in ongoing HQIM review of all instructional materials to ensure they meet the needs of all students, are culturally relevant, and provide access to grade level standards



• Strategy L2.2A: Provide opportunties for teachers to engage in ongoing HQIM review



P2.1: Provide guidance and support for selection and implementation of HQIM

- **Strategy P2.1A:** Develop professional learning experiences that encourage cross-school, grade and program participation
- Strategy P2.1B: Support vertical articulation and collaboration across schools, grades and programs

P2.2: Highlight skillful use of HQIM

- **Strategy P2.2A:** Provide updated list of HQIM based on evidence and research from peerreviewed resources
- Strategy P2.2B: Recognize and learn from districts/charters who choose HQIM and invest in high quality professional learning that enables their teachers to skillfully use those materials in all classrooms with all students



Families

Learn more: Check out the <u>three questions parents can ask about</u> <u>instructional materials</u>. Educator Jenni Aberli shares questions parents can ask educators to know more about the quality of their children's learning materials.

TIMELINE

	Strategic Intent #2 - Timeline	In Progress	Fall 2019	Winter 2020	Spring 2020	Summer 2020	Fall 2020	Winter 2021	Spring 2021
	T2.1: Increase expertise in the selection and skillful use	of HQIM	[
SJa	Strategy T2.1A: Connect resources to standards								
	and student needs identified through data								
	Strategy T2.1B: Understand and implement the							L.	
	key elements of reading instruction and how								
	students learn to read								
	Strategy T2.1C: Understand and implement								
	various methods to engage students in their								
che	opportunities for reading practice	C II			1 .	.,			
Teachers	T2.2: Participate in district/charter ongoing HQIM revie	w of all	instru	ictiona	il mate	rials			
F	Strategy T2.2A: Consult independent reviews								
	Strategy T2.2B: Use rubrics to identify alignment								
	Strategy T2.2C: Utilize a vetting process								
	Strategy T2.2D: Use tools to ensure materials are								
	easily accessible, high-interest, high-quality,								
	culturally relevant reading choices for students								
	Strategy T2.2E: Utilize Adoption Tool Guide to								
	support resource adoption and implementation								
	L2.1: Increase expertise in selection and use of HQIM								
	Strategy L2.1A: Connect resources to standards								
	and student needs							1	
	Strategy L2.1B: Understand key elements of								
	reading instruction and how students learn to read								
	Strategy L2.1C: Understand various methods to								
LS	engage students in their opportunities for reading practice								
Leaders	Strategy L2.1D: Provide feedback based on								
Lea	observed key elements of reading instruction and								
	how students learn to read								
	Strategy L2.1E: Use vendor guide to secure HQIM								
	training								
	L2.2: Support teacher engagement in ongoing HQIM rev.	ew							
	Strategy L2.2A: Provide opportunties for teachers								
	to engage in ongoing HQIM review								
_	to engage in ongoing right review								
	P2.1: Provide guidance and support for selection and im	nlemen	tation	of HO	IM				
	Strategy P2.1A: Share professional learning (PL)	Premen							
	experiences across schools, grades and programs								
S	Strategy P2.1B: Support vertical articulation,								
Partners	collaboration across schools, grades and programs								
art	P2.2: Highlight skillful use of HQIM								
4	Strategy P2.2A: Provide updated list of HQIM								
	Strategy P2.2B: Recognize and learn from districts								—
	who choose HQIM and invest in high-quality PL								
	nas encose name invest in men quanty I L								

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress .

Strategic Intent ENHANCE EARLY LITERACY INSTRUCTION

Introduction

Enhanced literacy instruction in early childhood education is critical to longterm reading success for both students and Delaware education. Research shows that students benefit throughout their academic career and develop more stable reading skills when they receive a strong reading foundation in early childhood.¹³ At the same time, children who do not receive early reading skills are at greater risk for falling behind their peers.¹⁴

The notion that poor readers eventually catch up to the class average is challenged by research. Instead, the gap between good readers and those who struggle continuously widens.¹⁵

According to the Delaware Early Learning Survey (DELS, 2016), 1/3 to 1/2 of all children and 1/2 to 2/3 of low-income children are not entering kindergarten with skills needed for success.¹⁶



- George Farkas, Paul L. Morgan and Qiong Wu, "Kindergarten Children's Growth Trajectories in Reading and Mathematics: Who Falls Increasingly Behind?" *Journal of Learning Disabilities* (2011): 44(5):472-88
 Torgesen, J. K., Alexander, A. W., Wagner, R. K., Rashotte, C. A., Voeller, K. K. S., & Conway, T. "Intensive remedial instruction for children with severe reading disabilities: Immediate and long-term outcomes from two instructional approaches." *Journal of Learning Disabilities*, (2001): 34(1), 33-58. <u>http://dx.doi.org/10.1177/002221940103400104</u>
 Adams, M.J. *Beginning to read: Thinking and learning about print.* Cambridge, MA: MIT Press. (1990)
 Delaware Department of Education, *Delaware Early Learning Survey*, (2017) https://www.doe.k12.de.us/Page/3029



T3.1: Successfully implement Early Learning Child-Level Outcomes Framework to support the transition from prekindergarten to Delaware State Standards for kindergarten

- Strategy T3.1A: Participate in professional learning opportunities on the Early Learning Child-Level Outcomes Framework and developmentally appropriate practices in early childhood learning in prekindergarten to grade 2 education
- **Strategy T3.1B:** Receive job-embedded coaching and feedback on effective planning, preparation and implementation of standards-aligned instruction, including age-appropriate daily/annual formats for part-day and full-day instruction
- **Strategy T3.1C:** Utilize HQIM that meet the new standards based on evidence and research from peer reviewed resources
- **Strategy T3.1D:** Collect evidence/data regarding student transition from prekindergarten to kindergarten





L3.1: Support the adoption and/or adaptation of Early Learning Child-Level Outcomes Framework to better align the expectations and standards for birth to age five children to the Delaware State Standards for kindergarten through second grade

- Strategy L3.1A: Become informed of Early Learning Child Level Outcomes Framework
- Strategy L3.1B: Participate in stakeholder group representing birth through Grade 2 education to engage in the adoption and/or adaptation of an Early Learning Child Level Outcomes Framework

L3.2: Support the successful implementation of the Early Learning Child Level Outcomes Framework

- Strategy L3.2A: Provide access to and participate in professional learning opportunities on the Early Learning Child Level Outcomes Framework and developmentally appropriate practices in early childhood learning in prekindergarten to grade 2 education
- Strategy L3.2B: Ensure job-embedded coaching and feedback on effective planning preparation and implementation of standards-aligned instruction, including age-appropriate daily/annual formats for part-day and full-day instruction
- **Strategy L3.2C:** Utilize HQIM that meet the new standards based on evidence and research from peer reviewed resources
- **Strategy L3.2D:** Collect evidence/data regarding student transition from Prekindergarten to kindergarten





P3.1: Adopt and develop common understanding of Early Learning Child Level Outcomes Framework to better align the expectations and standards for birth to age five children to the Delaware State Standards for kindergarten through second grade

- Strategy P3.1A: Become informed of Early Learning Child Level Outcomes Framework
- Strategy P3.1B: Participate in stakeholder group representing birth through Grade 2 education to engage in the adoption and/or adaptation of an Early Learning Child Level Outcomes Framework

P3.2: Support the successful implementation of the Early Learning Child Level Outcomes Framework

- Strategy P3.2A: Collaborate on the approaches to teaching and learning to support the transition from Early Learning Child Level Outcomes Framework to the Delaware State Standards for kindergarten
- **Strategy P3.2B:** Provide updated list of HQIM based on evidence and research from peer reviewed resources
- Strategy P3.2C: Partner with experts in the field for technical assistance based on selected HQIM
- Strategy P3.2D: Partner with parent and community outreach and engagement stakeholders to create a streamlined system that provides information, videos, milestones, and support services related to early literacy and education for young children
 - Develop "Essential Components of Reading" learning sessions that promote shared language, expectations and strategies for families, early learning teachers and administrators.



In an effort to support the activities related to each strategic intent, please see the following resources for families.

Families

- Participate in developmental screening to learn how to best support your child in early literacy at home.
- Access local early learning programs, school districts, health systems, and community centers for education and materials on early literacy at home.
- Attend kindergarten readiness programs and activities that support everyday early literacy at home.
- <u>DDOE Summer Reading Resources</u> Summer reading and mathematics resources from DDOE
- <u>DE Libraries Summer Reading Challenge</u> Summer reading activities from DE Public Libraries
- International Literacy Association Choice Reading Lists top book choices for children
- Children and Teen Choice Books top book choices for children
- <u>Reading Aloud to Your Child</u> strategies to support reading while reading aloud to your child
- <u>What is Print Awareness?</u> Children with print awareness can begin to understand that written language is related to oral language
- <u>Helping Your Child Develop Print Awareness</u> sample questions and prompts you can use before, during, and after a read aloud activity to help children activate basic knowledge about print and books
- Ten Ways to Raise a Reader ways to support your child in reading
- <u>State of Delaware Libraries</u> resources from DE public libraries
- <u>National Center on Improving Literacy/Family</u> A partnership among literacy experts, university researchers, and technical assistance providers to increase access to, and use of, evidence-based approaches to screen, identify, and teach students with literacy-related disabilities
- <u>Reading Rockets/Parents</u> Offers a wealth of research-based reading strategies, lessons, and activities designed to help young children learn how to read and read better. Resources assist parents, teachers, and other educators in helping struggling readers build fluency, vocabulary, and comprehension skills.
- <u>Read Right from the Start</u> Free online videos and resources on oral language and literacy strategies for educators.

TIMELINE

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	Strategic Intent #3 - Timeline	In Progress	Fall 2019	Winter 2020	Spring 2020	Summer 2020	Fall 2020	Winter 2021	Spring 2021	
	T3.1: Successfully implement Early Learning Child-Level Outcomes Framework to support the transition									
Partners Leaders Teachers Teachers	from prekindergarten to Delaware State Standards for kindergarten									
	Strategy T3.1A: Participate in professional					Provincia de la companya de la compa				
ers	learning (PL) opportunities									
ch	Strategy T3.1B: Receive job-embedded coaching									
Teach	and feedback									
	Strategy T3.1C: Utilize HQIM									
	Strategy T3.1D: Collect evidence/data regarding					Ī				
	student transition									
	L3.1: Support the adoption and/or adaptation of Early	Learnin	g Chil	d-Leve	lOutco	omes Fr	amev	vork		
	Strategy L3.1A: Become informed of Early			р		Ĩ				
	Learning Child Level Outcomes Framework									
	Strategy L3.1B: Participate in stakeholder group									
	representing birth through grade 2 education to									
	engage in the adoption and/or adaptation of an									
srs	Early Learning Child Level Outcomes Framework									
ade	L3.2: Support the successful implementation of the Early Learning Child Level Outcomes Framework									
Le	Strategy L3.2A: Provide access to and participate									
	in PL opportunities									
	Strategy L3.2B: Ensure job-embedded coaching									
	and feedback									
	Strategy L3.2C: Utilize HQIM			-						
	Strategy L3.2D: Collect evidence/data regarding									
	student transition									
		<u>.</u> .			1.0			,		
	P3.1: Adopt and develop common understanding of Ea									
	better align the expectations and standards for birth to	age nve	e child	ren to	the De	laware	State	Standa	ras	
	for kindergarten through second grade			,				<u> </u>	Ì	
	Strategy P3.1A: Participate in stakeholder group									
	to engage in the adoption and/or adaptation of an									
	Early Learning Child Level Outcomes Framework									
2 2	Strategy P3.1B: Become informed of Early									
the	Learning Child Level Outcomes Framework	<u> </u>		1.111.			P			
Parl	P3.2: Support the successful implementation of the Ear		ning C	hild Le	vel Ou	tcomes	Fram	ework		
	Strategy P3.2A: Collaborate on the approaches to teaching and learning									
	Strategy P3.2B: Provide updated list of HQIM									
	Strategy P3.2C: Partner with experts in the field									
	for technical assistance							l		
	Strategy P3.2D: Partner with parent and									
	community outreach/engagement stakeholders								1	

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress.

Strategic Intent

SUPPORT EDUCATORS THROUGH INSTITUTES OF HIGHER EDUCATION

Preparing all teachers to enter the workforce with a strong understanding of reading instruction and early literacy strategies is key to enhancing student literacy skills throughout Delaware. While teacher preparation programs at universities and colleges offer aspiring teachers access to similar coursework and student teaching experiences, the need to align program standards and depth of literacy programming remains. When considering the importance of early literacy education on student reading achievement, this need becomes especially pronounced. Professionals working with children from birth through age eight - early childhood as well as elementary educators - must have access to consistent, quality teacher preparation programs in order to positively impact students during their most-critical learning years for reading.

Candidates for teaching in the elementary grades are required to obtain a bachelor's degree and state certification. Additionally, new teachers in Delaware are required to participate in extra, school-level induction and mentoring programs. Still, according to the Institute of Medicine and National Research Council, a gap exists between what is known about reading and how teachers are prepared to teach it.¹⁷Just as there is more to the strategy of reading than the skill of sounding out a list of words and pronouncing them correctly, there is more to the training that prepares educators to teach advanced literacy skills. A strong teacher preparation program lays the foundation for teachers to be able to engage students in

- The five essential components of reading instruction (phonemic awareness, phonics, fluency, vocabulary, and comprehension)
- Listening comprehension
- Reading comprehension
- Learning content through reading
- Scaffolding language through increased rigor ¹⁸

 ¹⁷ National Research Council of the National Academies, "Preparing Teachers: Building Evidence for Sound Policy" (2010) https://www.nap.edu/read/12882/chapter/1#ii
 ¹⁸ For the Net State of the National Academies, "Preparing Teachers: Building Evidence for Sound Policy" (2010)

¹⁸ Foorman, B., Beyler, N., Borradaile, K., Coyne, M., Denton, C. A., Dimino, J., Furgeson, J., Hayes, L., Henke, J., Justice, L., Keating, B., Lewis, W., Sattar, S., Streke, A., Wagner, R., & Wissel, S. "Foundational skills to support reading for understanding in kindergarten through 3rd grade," *National Center for Education Evaluation and Regional Assistance (NCEE)*, *Institute of Education Sciences*, U.S. Department of Education. (2016) http://ies.ed.gov/ncee/wwc/practiceguide/21.

Effective literacy instruction requires teachers receive practice and training in these areas long before they enter the classroom. Partnering with Institutes of Higher Education (IHEs) across the state to review current pre-service as well as continuing education opportunities will play a key role in supporting Delaware students.

According to the National Council on Teacher Quality (NCTQ), approximately 30% of all children do not become capable readers even though reading is the foundation of all learning; however, effective reading instruction could cut this unacceptable rate of failure by two-thirds or even more.¹⁹

<u>NCTQ's most recent evaluation</u> of more than 800 undergraduate programs for elementary teacher education determined that only 39% of programs examined included instruction in all five essential components of reading. Nearly one in five programs examined addressed one or none of the components.²⁰



¹⁹ National Council on Teacher Quality, "Landscapes in Teacher Prep," *nctq.org*, (Dec 2016): 4. https://www.nctq.org/dmsView/UE
 ²⁰ National Council on Teacher Quality, "A Closer Look at Early Reading" nctq.org (2016): 1. https://www.nctq.org/dmsView/NCTQ____Standard_2_How_Programs_Stack_Up



T4.1: Attend summer institutes with flexible learning opportunities through different IHEs and other professional learning providers

- **Strategy T4.1A:** Choose specific topics and determine goals for summer and year-long professional learning and credential pathways
- **Strategy T4.1B:** Request additional topics for consideration into professional learning and credentialed pathways

T4.2: Attend mentoring content tracks for Prekindergarten to Grade 3 literacy teachers

- **Strategy T4.2A:** Participate in content tracks that serve existing need (i.e. emergent reading, prekindergarten intervention, beginning reading, elementary intervention, etc.)
- Strategy T4.2B: Complete summer courses that are linked to content tracks

T4.3: Participate in online Literacy 101 training for all prekindergarten and kindergarten staff to support student transition

- Strategy T4.3A: Attend Early Literacy training for Prekindergarten and Kindergarten staff to include the 5 Components of Reading with a focus on phonemic awareness and phonics including speaking, listening and writing
- Strategy T4.3B: Engage in video modeling of the strategies and artifacts of implementation in the classroom



L4.1: Collaborate with partners and IHEs to strengthen pre-service preparation

- Strategy L4.1A: Investigate the knowledge base of novice teachers to target support and provide feedback to the IHEs
 - Survey credentials of novice teachers and create a database
 - Review student outcome assessment data from early literacy outcome assessments and provide feedback to IHEs about student performance and preparation of teachers
- **Strategy L4.1B:** Provide access to flexible professional learning opportunities in summer institutes through different IHEs and other professional learning providers
 - Identify specific topics and goals for summer and year-long professional learning and credential pathways
 - Define scope for time and/or proficiency goals
 - \cdot Advocate for funding
 - Work collaboratively with the Department of Education and IHEs to identify potential learning opportunities
 - · Analyze impact of professional learning on student outcomes

L4.2: Support mentoring content tracks for prekindergarten to grade 3 literacy teachers

- **Strategy L4.2A:** Identify content tracks that would serve existing needs (i.e. emergent reading, prekindergarten intervention, beginning reading, elementary intervention, and etc.)
- Strategy L4.2B: Develop shared financial models to fund both the mentors and the IHEs credits

L4.3: Enrich and diversify the Career and Technical Education (CTE) Teacher Pathway for Early Childhood and K12 to strengthen the teacher pipeline

- Strategy L4.3A: Build recruitment and placement model for students entering CTE pathway
- **Strategy L4.3B:** Collaborate with partners and IHEs to diversify the educator workforce by providing CTE educators and students with learning opportunities
- Strategy L4.3C: Work with partners to develop opportunities for the teacher pathway to ensure that every student in the pathway graduates with credit for prior learning in addition to Advanced Placement or dual enrollment opportunities that would afford graduates to be in an advanced standing upon graduation



Partners

P4.1: Provide professional learning for prekindergarten to grade 3 literacy teachers

- **Strategy P4.1A:** Recognize the knowledge base of novice teachers to provide targeted support based on their needs
- Review survey of credentials of novice teachers
 - Analyze feedback about graduates
- **Strategy P4.1B:** Provide flexible professional learning opportunities in summer institutes through different IHEs and other professional learning providers
 - Identify specific topics and goals for summer and year-long professional learning and credential pathways
 - Define scope for time and/or proficiency goals
 - · Analyze impact of professional learning on student outcomes

P4.2: Investigate the integration of literacy training into state mentoring expectations

- **Strategy P4.2A:** Identify tracks that would serve existing needs (i.e. emergent reading, prekindergarten intervention, beginning reading, elementary intervention, etc.) and link the tracks to specific coursework
- Strategy P4.2B: Work with IHEs to develop course offerings and micro-credentials

P4.3: Explore the Career and Technical Education (CTE) Teacher Pathway for Early Childhood and K12 by encouraging IHEs to offer a concentration in reading/literacy for undergraduate students who are a semester ahead due to course accumulation in their pathway

- Strategy P4.3A: Strategic acquisition of dual enrollment/articulation in courses/credits to gain more depth in reading/literacy when they obtain their bachelor's degrees
- **Strategy P4.3B:** Support collaboration between IHEs and high school pathway educators for professional learning opportunities
- Strategy P4.3C: Support strategies to diversify the education workforce



P4.4: Advocate for summer coursework funding for teachers in literacy

- **Strategy P4.4A:** Seek financial opportunities to support funding for tuition reimbursement or reduced tuition in the summer
- Strategy P4.4B: Specify courses and requirements of each summer course
- Strategy P4.4C: Organize courses to link together specifically in certificates and/or degrees

P4.5: Review incentives to place and retain new teachers in Delaware through the creation of innovative programs

- Strategy P4.5A: Contact IHEs to determine program opportunities
- Strategy P4.5B: Work with districts/charters to discuss teacher pipeline
- **Strategy P4.5C:** Provide content-specific instructional leadership opportunities that target preservice and in-service leaders with depth of literacy content
 - · Collaborate with IHEs to target instructional leadership among undergraduate students
 - · Provide state administrative induction with more content provided by IHEs
 - · Provide for specific content coursework in requirements for administrative certification
- Strategy P4.5D: Explore non-traditional opportunities to diversify the educator workforce
 - Seek opportunities to braid existing funding lines and increase funding to recruit a diverse pipeline of teachers
 - Communicate financial incentives and scholarships available for teachers through local, state and federal funds
 - · Engage in adult skill development and incumbent worker training

TIMELINE

		In	Fall	Winter	Spring	Summer	Fall	Winter	Spring		
	Strategic Intent #4 - Timeline	Progress		2020	2020	2020	2020		2021		
	T4.1: Attend summer institutes with flexible learning opportunities through different IHEs and other professional learning providers										
Teachers	Strategy T4.1A: Choose specific topics/goals										
	Strategy T4.1B: Request additional topics for consideration										
	T4.2: Attend mentoring content tracks for prekindergarten to grade 3 literacy teachers										
	Strategy T4.2A: Participate in content tracks that serve existing needs										
	Strategy T4.2B: Complete summer courses										
	T4.3: Participate in online Literacy 101 training for all p student transition	orekind	ergar	en and	kinde	rgarten	staff	to sup	port		
	Strategy T4.3A: Attend early literacy training										
	Strategy T4.3B: Engage in video modeling										
	L4.1: Collaborate with partners and IHEs to strengthen	pre-ser	vice p	repara	tion						
	Strategy L4.1A: Investigate the knowledge base of novice teachers										
	 Survey credentials of novice teachers and create a database 										
	 Review student outcome assessment data and provide feedback to IHEs 										
	Strategy L4.1B: Provide access to flexible professional learning opportunities										
	 Identify topics/goals for summer and year- long PL and credential pathways 										
	• Define scope - time and/or proficiency goals										
LS	Advocate for funding										
Leaders	 Work collaboratively with DDOE and IHEs 										
Le	 Analyze impact of professional learning on student outcomes 										
	L4.2: Support mentoring content tracks for prekindergarten to grade 3 literacy teachers										
	Strategy L4.2A: Identify content tracks that would serve existing needs										
	Strategy L4.2B: Develop shared financial models										
	L4.3: Enrich and diversify the CTE Teacher Pathway for Early Childhood and K12										
	Strategy L4.3A: Build recruitment and placement model										
	Strategy L4.3B: Collaborate with partners and IHEs to diversify the educator workforce										
	Strategy L4.3C: Work with partners to develop opportunities for the teacher pathway										

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress .

TIMELINE

	Strategic Intent #4 - Timeline	In Progress	Fall 2019	Winter 2020	Spring 2020	Summer 2020	Fall 2020	Winter 2021	Spring 2021		
	P4.1: Provide professional learning for prekindergarten to grade 3 literacy teachers										
	Strategy P4.1A: Recognize the knowledge base of novice teachers to provide targeted support based on their needs										
	Strategy P4.1B: Provide flexible professional learning opportunities										
	P4.2: Investigate the integration of literacy training into	o state n	nento	ring ex	pectat	ions	1				
	Strategy P4.2A: Identify tracks that would serve existing needs										
	Strategy P4.2B: Work with IHE's to develop course offerings and micro-credentials										
	P4.3: Explore the Career and Technical Education (CTE) Teacher Pathway for Early Childhood and K12 by encouraging IHEs to offer a concentration in reading/literacy for undergraduate students who are a semester ahead due to course accumulation in their pathway										
	Strategy P4.3A: Strategic acquisition of dual enrollment/articulation in courses/credits										
ers	Strategy P4.3B: Support collaboration between IHEs and high school pathway educators										
Partners	Strategy P4.3C: Support strategies to diversify the education workforce										
	P4.4: Advocate for summer coursework funding for teachers in literacy										
	Strategy P4.4A: Seek financial opportunities										
	Strategy P4.4B: Specify courses and requirements of each summer course										
	Strategy P4.4D: Organize courses to link together specifically in certificates and/or degrees										
	P4.5: Review incentives to place and retain new teacher programs	rs in Del	lawar	e throu	gh the	e creatio	n of i	nnovat	ive		
	Strategy P4.5A: Contact IHEs to determine program opportunities										
	Strategy P4.5B: Work with districts/charters to discuss teacher pipeline										
	Strategy P4.5C: Provide content-specific instructional leadership opportunities										
	Strategy P4.5D: Explore non-traditional opportunities to diversify the educator workforce										

Please note: Timelines indicate anticipated dates and are subject to change. Measures will be developed within each of the activities in order to evaluate progress.

"The research is clear: Students who are not reading proficiently by the end of third grade are much more likely to face poor academic outcomes. For this reason alone, we know it is incredibly important that children learn to read well early in elementary school and continue to build on those reading skills throughout the rest of school.

"The task of teaching young children to read falls to elementary school teachers, especially teachers in kindergarten through third grade."²¹

> - Samantha Durrance, Southern Regional Education Board Policy Analyst



²¹ Samantha Durrance, "Are Teachers Prepared to Teach Reading?" *Southern Regional Education Board*, (2017), https://www.sreb.org/blog-post/are-teachers-prepared-teach-reading

Expected Outcomes

The work of the Literacy Plan is focused on four strategic intents:

- Align Core Instruction to the Standards
- Implement Curriculum using High Quality Instructional Materials (HQIM)
- Enhance Early Literacy Instruction
- Support Educators through Institutes of Higher Education (IHEs)

Key activities under each strategic intent are designed to achieve the following outcomes:

An increase in student learning outcomes

- Reduce the number of students scoring at the lowest achievement level on the summative assessment
- Increase the number of students scoring at proficient or above on the summative assessment
- Increase students' readiness to access grade-level standards
- Accelerate the progress of underperforming sub-groups compared to average state progress

An increase in educator professional learning opportunities and literacy knowledge

- Increase the number of professional learning opportunities offered to educators in literacy
- Expand pathways for multiple access points to professional learning opportunities
- Increase literacy course expectations or requirements in undergraduate preparation and graduate work
- Increase the number of educators demonstrating enhanced knowledge in early literacy

An increase in aligned partnerships

- Increase partnerships with institutes of higher education (IHEs) to provide pre-service and inservice opportunities
- Increase aligned partnerships with community organizations to support literacy instruction
- Increase family involvement in literacy development



Delaware Department of Education

Vision: Every learner ready for success in college, career and life.

Mission: To empower every learner with the highest quality education through shared leadership, innovative practices, and exemplary services.