



Center for Black Educator Development - Freedom Schools Literacy Academy – AfS – Academic Supports – Operating #5253

The School District of Philadelphia
440 N Broad Street
Philadelphia, PA 19130

Contract Number	5253
Contract Name	Center for Black Educator Development - Freedom Schools Literacy Academy – AfS – Academic Supports – Operating #5253
Start Date	29-May-2024
End Date	31-Aug-2024
Program Office	Academic Support

The following document, beginning on page 2 (the "Contract"), does not constitute a legally enforceable contract, and the School District has no obligation to pay the above named Supplier, unless and until (1) the Contract is fully executed and (2) the Supplier has received an official School District purchase order, if applicable. This cover page does not constitute part of the Contract, is not incorporated into the Contract, and is included for reference only. It does not impose any obligation on the parties to the Contract.

CONTRACT NO. 5253

Funding Source: Academic Support - Operating

AGREEMENT FOR SERVICES

Project Name:

Freedom Literacy Summer Academy

In consideration of the mutual promises set forth below, intending to be legally bound, **The School District of Philadelphia**, a body corporate and political subdivision formed and existing under the laws of the Commonwealth of Pennsylvania (the "School District"), located at the Education Center, 440 North Broad Street, Philadelphia, Pennsylvania 19130-4015, and **The Center For Black Educator Development**, a Pennsylvania Non-profit Organization (the "Contractor"), located at 7901 Hidden Lane, Elkins Park, PA 19027-1103, have executed and delivered this Agreement for Services (the "Contract") as of May 29, 2024.

1. *The Engagement, the Work, the Standard Terms and Conditions.* Subject to the terms and conditions set forth in this Contract, the School District engages the Contractor to carry out the work (the "Work") set forth in the attached Exhibit "A" – Statement of Work and Exhibit "B" – Budget. The Work includes all Materials the Contractor has agreed to provide, the time frames in which the Contractor has agreed to complete the Work, and all other requirements the Contractor must satisfy in order to complete the Work during the Term (defined in Section 3 below). The terms and conditions of this Contract include the School District Standard Terms and Conditions (the "Standard Terms and Conditions") attached hereto as Exhibit "C", and the other Exhibits attached hereto and incorporated by reference in Section 7 below.

2. *Action Item.* The Board of Education authorized this Contract by its action item number 34, dated May 30, 2024. The Parties have attached the action item to this Contract as Exhibit "D" for reference but have not made the action item a part of this Contract. The School District has no power to contract for the Work outside the scope of the action item

3. *Contract Term.* The term of the Contract shall begin May 29, 2024 and end August 31, 2024 (the "Term"), unless terminated sooner by the School District as provided in this Contract. The Contractor shall commence the Work promptly on the first day of the Term and complete the Work not later than the last day of the Term, except for those matters which contemplate performance after the expiration or termination of this Contract.

4. *Compensation.* As compensation for the satisfactory performance of the Work carried out by the Contractor hereunder, the School District shall pay the Contractor, in arrears, a total fee not to exceed **\$369,000.00, conditioned, however, upon the continued availability of funds, as set forth in Sections 6 and 7 of the Standard Terms and Conditions (the "Compensation")**.

a. *Budget.* The Contractor shall carry out the Work and bill the School District strictly in conformity with the Contractor's Budget attached as Exhibit "B", and the School District shall pay the Contractor strictly in conformity with the Contractor's Budget.

5. *Invoices.* The Contractor shall submit timely invoices to the School District Responsible Official named in Section 6 below and, unless the Parties have agreed to a different schedule as set forth in an exhibit attached hereto, the Contractor shall submit not more than one invoice per month. The Contractor shall submit its final invoice not later than ten (10) business days after the last day of the Term. The Contractor shall submit invoices in accordance with the Standard Terms and Conditions. All invoices shall include an itemization of charges

and, at a minimum, a detailed description of the Work performed. The School District shall have no obligation to make any payment to the Contractor before receipt of an invoice that conforms to the requirements of this Contract.

6. *Notices.* The Parties shall give notices and other communications required under this Contract in conformity with Section 21 of the Standard Terms and Conditions, and shall send all notices to:

	<i>School District Responsible Official:</i>	<i>Contractor:</i>
Name:	Tomas Hanna	Sherry Whitaker
Title:	Chief of Academic Support	Managing Director – Program Strategy
Party:	The School District of Philadelphia	The Center For Black Educator Development
Address:	440 North Broad Street Philadelphia, PA 19130	7901 Hidden Lane Elkins Park, PA 19027-1103
Email:	██████████@philasd.org	sherry.██████████@thecenterblacke.org

7. *Order of Precedence.* The Parties have attached the following Exhibits to this Contract:

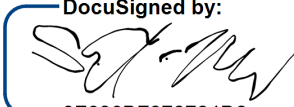
- "A" Statement of Work (which includes Procurement Requirements, if applicable, in order of precedence)
- "B" Budget
- "C" Standard Terms and Conditions

The Parties hereby incorporate these Exhibits in this Contract. In the event of a conflict between any Exhibit and another Exhibit, or this Agreement for Services, the following order of precedence shall apply: first, this Agreement for Services; second, Exhibit "C"; third, Exhibit "A"; and fourth, Exhibit "B". The Parties acknowledge and agree that each shall construe the terms, covenants and conditions set forth in this Contract, including each Exhibit hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause; where more than one clause, covenant or term may address the same subject matter the Parties shall comply with the most restrictive of the pertinent clauses, covenants or terms. The Parties shall not construe particular clauses, covenants or terms to conflict with one another if, in light of the terms of the Contract taken as a whole, the Parties can reasonably construe the clauses, covenants or terms in a manner which does not give rise to a conflict.

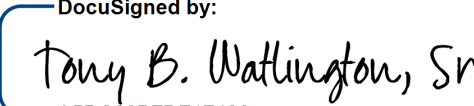
8. *Option to Extend the Term.* The School District shall have the right to extend the Term of this Contract for two (2) additional periods of one (1) year each, to August 31 of the following calendar year. If the School District chooses to exercise an option, then the School District shall exercise that option by giving notice to the Contractor not later than August 1 of the calendar year in which the Term of the Contract is then scheduled to expire. Exercise of the first option by the School District shall increase the Compensation by a sum up to but not to exceed Four-Hundred Ninety-Two Thousand Dollars (\$492,000.00). If and only if the School District exercises this option, the Compensation shall not exceed Eight Hundred Sixty-One Thousand Dollars (\$861,000.00). If the School District elects to exercise the second option, then the Compensation shall increase by a sum up to but not to exceed Four Hundred Ninety-Two Thousand Dollars (\$492,000.00). If and only if the School District exercises both options, the Compensation shall not exceed One Million Three-Hundred and Fifty-Three Thousand Dollars (\$1,353,000.00). If and only if the School District exercises one or both of these options, then the Parties modify "Compensation" as set forth in Section 4, Compensation, below to mean the not to exceed amounts set forth in this Paragraph.

In witness whereof, the Parties, intending to be legally bound, have executed and delivered this Contract as of the day and year set forth above.

The Center For Black Educator Development

DocuSigned by:

By: _____
8F626BF272724D2...
Founder/CEO
June 26, 2024

The School District of Philadelphia

DocuSigned by:

By: _____
A5DC23B7DF17436...
Tony B. Watlington, Sr., Ed.D.
Superintendent
June 27, 2024

DocuSigned by:

By: _____
EB68AA20097E421...
Pre-Audit Approval
June 28, 2024

Exhibit "A"
Statement of Work

This document is delivered as part of the Contract at the time of execution and is hereby incorporated into and made a part of the Contract to the same extent as if it were attached hereto. The Parties by execution of the Contract acknowledge their consent to the incorporation of this document into the Contract.

Exhibit "B"
Budget
See attached.

Staffing					
Staff	Hours (/Wk)	Weeks	Rate (Each)	Pay (Each)	Total
(1) Site Lead	7hrs/10 days	7.5hrs/20 days	45.00	9,900.00	9,900.00
(1) SLA Coach	7hrs/10 days	7.5hrs/20 days	35.00	7,700.00	7,700.00
(2) JSL Coach	7hrs/10 days	7.5hrs/20 days	35.00	7,700.00	15,400.00
(7) SLAs	7hrs/7 days	7.5hrs/20 days	20.00	3,980.00	27,860.00
(12) JSLs	7hrs/7 days	7.5hrs/20 days	11.00	2,189.00	26,268.00
FSLA Recruiter	n/a	n/a	n/a	1,500.00	1,500.00
(23) Staffing Total for 1 Site					88,628.00
(69) Staffing Total for 3 Sites					265,884.00
Program Expenditures					
				Est. Amounts	Est. Totals
Enrichment Specialists				3	11,270.00
Trips				3	5,000.00
Buses				6	10,000.00
Supplies				n/a	2,000.00
Curriculum				n/a	500.00
Training				2 weeks	5,000.00
Data & Evaluation					4,800.00
Panelists Fee				n/a	1,136.00
Technology Support					2,250.00
Expenditures Total for 1 Site					41,956.00
Expenditures Total for 3 Sites					125,868.00
In-Kind Expenses					
Facility					55,000
Meals					25,000
In-Kind Expenses Total for 1 Site					80,000
In-Kind Expenses Total for 3 Sites					240,000.00
Total Costs for 3 Sites (Staffing + Program Expenditures + In-Kind Expenses)					631,752.00
Total Costs for 3 Sites (Staffing + Program Expenditures, Excludes In-Kind Expenses)					391,752.00
SDP Contribution for 3 Sites					369,000.00
CBED-Absorbed Costs for 3 Sites (After SDP Contribution, Excludes In-Kind Expenses)					22,752.00

Exhibit "C"
School District
Standard Terms and Conditions
Agreement for Services

(July 2020 Revision)

1. General Conditions of the Work.

a. Standard of Performance. In carrying out the Work, the Contractor shall exercise the highest degree of competence and diligence exercised by providers in the Contractor's field. The Contractor shall cooperate with the School District and all other Persons contracting with the School District whose work affects the Contractor's Work, or whose work the Contractor's Work affects. The Contractor shall perform all Work under this Contract to the satisfaction of the School District.

b. Compliance with Applicable Law. The Contractor shall comply with all Applicable Law, defined in subsection 23.b. below, in connection with this Contract, including but not limited to the Pennsylvania Right-to-Know Law ("RTKL"), 65 Pa. Stat. §§ 67.101 to 67.3104, and 24 Pa. Stat. § 1-111.1, Employment History Review, as amended.

c. Warranty. To the extent that the Work includes the sale or the furnishing of Materials, the Contractor warrants that the Materials shall be good, free of defects, merchantable and fit for the particular purposes for which the School District intends to use them.

d. Contractor Responsibility for Quality of the Work. Payment by the School District or acceptance of the Work, including any Materials, shall not relieve the Contractor of responsibility for the substance and quality of all Materials and Work. Without any additional compensation, the Contractor shall diligently and expeditiously correct any errors, deficiencies or omissions in the Work, including any Materials, and shall remain liable in accordance with this Contract and Applicable Law for all damages to the School District caused by the Contractor or the Work, including any Materials.

e. Contractor Staff. The Contractor shall not assign any Person dismissed from School District employment to perform any Work under this Contract. The Contractor shall, within seven (7) days of notice by the Responsible Official to the Contractor that, in the reasonable opinion of the Responsible Official, any employee is incompetent or incapable of carrying out any part of the Work assigned to that Person, reassign that employee from any Work.

f. Meetings. Upon reasonable prior notice from the School District, the Contractor shall attend any meetings requested by the School District, at a location reasonably determined by the School District.

g. Site License(s). To the extent that the Statement of Work, Exhibit "A" to this Contract, requires the Contractor to carry out any portion of the Work on premises of the School District, the School District, subject to the terms, covenants and conditions set forth in this Contract, hereby grants the Contractor a limited, revocable license to use such School District premises, and only such School District premises, as are expressly provided or by necessary implication required in order for the Contractor to complete the Work in conformity with the requirements of this Contract. The School District shall have the right at any time and for any reason to terminate the foregoing license. The Contractor covenants and agrees to comply with all rules, regulations and directives concerning the use of School District premises imposed by the School District, including but not limited to rules, regulations and directives set by a principal concerning his or her school. The Contractor shall promptly and fully reimburse the School District for the actual costs of repairing any and all damage to School District premises caused by the Contractor or any of the Contractor's officers, agents, employees or Subcontractors.

h. Contract Reporting. The Contractor shall comply promptly with the School District's reporting requirements for contracts, including electronic or other reporting of Contractor and contract data.

i. Whistleblower Protection. Anything set forth elsewhere in this Contract to the contrary notwithstanding, neither Party shall construe this Contract or any term, covenant or

condition in this Contract to prohibit either Party or any of its employees, Subcontractors, grantees, or subgrantees from filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity having jurisdiction, including but not limited to a member or committee of Congress, an Inspector General, the Government Accountability Office, a federal employee responsible for contract or grant oversight, a law enforcement agency, a court or grand jury, or a management official or other employee who has responsibility to investigate, discover, or address misconduct, or making other disclosures protected under the whistleblower, anti-discrimination, or anti-retaliation provisions of Applicable Law, including but not limited to 41 U.S.C. § 4712, for the purpose of reporting or investigating a suspected violation of law.

j. Time. Time is of the essence of the Contractor's performance of the Work, including the delivery of any Materials to the School District, under this Contract.

k. Act 126 Child Abuse Recognition, etc., Training. Before starting any Work, the Contractor shall submit to the School District for the Contractor, if the Contractor is an individual, and for each of the Contractor's employees, officers, agents, servants, volunteers and Subcontractors, if any, who may have Direct Contact or Direct Volunteer Contact with children, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, while performing any of the Work, a copy of the certificate of completion of Mandated Reporter Training as required by Act 126 of 2012, codified at 24 Pa. Stat. § 12-1205.6.

l. Right-to-Know Requests. The Contractor acknowledges and agrees that this Contract and records related to or arising out of this Contract remain subject to requests made pursuant to the RTKL. If the Commonwealth of Pennsylvania (the "Commonwealth") or the School District need the Contractor's assistance in any matter arising out of the RTKL related to this Contract, the Commonwealth or the School District shall notify the Contractor using the contact information provided in the Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior notice to the Commonwealth and the School District.

m. Disaster Recovery; Business Continuity. The Contractor shall maintain appropriate disaster recovery/business continuity and contingency plans providing for continued operation in the event of an adverse event or circumstance affecting the Contractor's business operations so as to minimize any interruption of the Work to the School District.

2. Background Checks.

a. Required Background Checks. In accordance with Applicable Law, including 24 Pa. Stat. § 1-111, as amended, and 23 Pa. Cons. Stat. Ann. §§ 6344, 6344.2., as amended, before starting any Work, the Contractor shall submit to the School District for the Contractor, if the Contractor is an individual, and for each of the Contractor's employees, officers, agents, servants, volunteers and Subcontractors, if any, who may have Direct Contact or Direct Volunteer Contact with children, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, while performing any of the Work, copies, true, correct, complete and current, of all of the following:

- i. the Pennsylvania State Police criminal history record information report;
- ii. the child abuse history official certification;
- iii. the report of the Federal Bureau of Investigation federal criminal history record information; and
- iv. a sexual misconduct/abuse disclosure release required by Act 168 of 2014 (24 Pa. Stat. § 1-111.1) and all relevant matters and materials disclosed.

b. Current; Direct Contact; Failure to Provide. For purposes of subsection 2.a., "current" means processed by the issuing agency or organization within (i) one (1) year for paid individuals (including employees, officers, agents, servants, and Subcontractors) prior to the later of the individual's hiring or engagement by the Contractor or Subcontractor, or the commencement of the Term, and (ii) five (5) years for unpaid volunteers prior to the later of the individual's engagement by the Contractor or Subcontractor, or the commencement of the Term, in both cases unless the School District has in the preceding five (5) years received and properly reviewed the individual's checks, in which case the Parties may rely on the individual's prior submission provided that all individuals relying on prior submitted checks must submit an arrest or conviction report and certification form in a form acceptable to the School District. For an

individual who has Direct Contact or Direct Volunteer Contact with children the School District shall have the right, at any time and in its sole discretion, to require the Contractor to deliver new reports, certifications, clearances or certificates as required by the more restrictive of School District policies, or Applicable Law, and the Contractor shall comply promptly with any such request. If the Contractor fails to deliver any such report, clearance certification or certificate on behalf of the Contractor, if an individual, or on behalf of any individual officer, employee, director or Subcontractor, then each such individual may not and shall not carry out any of the Work unless and until the Contractor delivers that individual's report, clearance, certification or certificate to the School District.

c. Arrests; Convictions. The Contractor shall comply and shall ensure that its officers, employees, agents and Subcontractors who carry out any of the Work comply with the requirements of 24 Pa. Stat. § 1-111(j), which mandates, among other things, reporting within seventy-two (72) hours by any officer, employee or agent of the Contractor or of any Subcontractor of an arrest or conviction for an offense listed in 24 Pa. Stat. § 1-111(e). The Contractor shall provide notice to the School District, in a prompt and timely manner, of all notices and reports required, and all checks conducted, under § 1-111(j).

3. Compensation; Invoices.

a. Invoices Exclusive of Taxes. Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. The School District's Pennsylvania Sales Tax Blanket Exemption Number is [REDACTED]; its Federal Tax ID Number is [REDACTED]; and its Federal Excise Tax Number is [REDACTED].

b. Support for Invoices. If the Contractor, after a request by the School District, does not provide evidence satisfactory to the School District to support any item or items set forth on an invoice, the School District shall have no liability to make any payment with respect to that item or items. If the School District has already made payment for that item or items, the School District may by notice to the Contractor require the Contractor to refund promptly to the School District the amount of any such overpayment, or the School District, at its option, may set off such overpayment against any payments accruing thereafter to the Contractor under this Contract or any other contract between the Parties.

4. The Contractor's Duties Concerning Taxes and Other Obligations.

a. Tax Policy. The School Reform Commission (the "Commission") by its Resolution SRC-2, dated February 21, 2013, adopted its Tax Compliance of Vendors Policy (the "Tax Policy") for School District vendors, including the Contractor. The Tax Policy provides that in general the Commission will not permit the School District to contract with Persons delinquent in payments of any City of Philadelphia (the "City") or Commonwealth taxes or other indebtedness or obligation, at the execution and delivery of the Contract and at any time during the Term.

b. Contractor's Covenants. In compliance with the requirements of the Tax Policy, the Contractor covenants and agrees that throughout the Term, for itself and any Person controlling, controlled by or under common control with the Contractor, the Contractor shall comply with the following requirements.

i. At any time during the Term upon notice from the School District the Contractor shall deliver to the School District proof of its tax compliance in the form of a "Certificate of Tax Clearance" from the City's Department of Revenue.

ii. At any time during the Term upon notice from the School District the Contractor shall deliver to the School District proof in writing of its execution and delivery of a settlement agreement, payment plan or other necessary and appropriate documentation in satisfaction of any indebtedness to (A) the City for or on account of any City tax, including any tax collected by the City on behalf of the School District, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the City; and (B) the Commonwealth for or on account of any Commonwealth tax, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the Commonwealth.

iii. The Contractor shall promptly pay and otherwise promptly and diligently comply with and carry out its duties and obligations under any such settlement agreement, payment plan or other documentation with the City or the Commonwealth, until it has discharged its obligation to the City or the Commonwealth by satisfying any such tax or other indebtedness or obligation.

iv. The Contractor may in good faith, diligently and expeditiously, pursue any bona fide claim, contest or appeal with the Commonwealth, or the City, as the case may be, of its liability for, or the amount of, any indebtedness or obligation to the Commonwealth, or the City for or on account of any tax, including but not limited to any tax collected by the City on behalf of the School District, or other indebtedness or obligation, to the final appeal, adjudication, resolution or compromise thereof with the Commonwealth or the City. The Contractor shall promptly pay all uncontested taxes and other indebtedness or obligations to the Commonwealth and the City.

c. *The Contractor's Taxes, etc. – School District Set-Off.* The Contractor agrees that the School District shall have the right to set off against, or to withhold payment of, or both, any and all Compensation accruing and payable to the Contractor under this Contract and any other contract, in order to provide for and assure the payment by or on behalf of the Contractor of any and all sums of taxes or other indebtedness or obligations then lawfully due and owing by the Contractor or any Person controlling, controlled by or under common control with the Contractor, to either the City or the Commonwealth. Each Party shall have the right to rely on certificates and other official documents provided by either the City or the Commonwealth in proceeding to withhold or set off under this subsection 4.c.

5. Best Pricing. The Contractor shall perform the Work at the lowest price the Contractor charges to other school districts or other governmental entities for like work. If the School District pays a price for the Work in excess of the lowest price the Contractor charges or has recently charged to a governmental entity, in addition to all other remedies, the School District shall have a right, as damages, to a refund equal to the difference between the price charged to the School District and the lowest price the Contractor charges or has recently charged to another school district or governmental entity, together with interest at a rate equal to the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percent (5.0%).

6. Unavailability of Funds; Crossing Fiscal Years.

a. *Unavailability of Funds.* In the event the School District, in its sole determination, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, the School District may exercise one of the following alternatives: (i) terminate this Contract effective upon a date specified in a Termination Notice; or (ii) continue this Contract by reducing, through written notice to the Contractor, the amount of this Contract and the scope of the Work, consistent with the nature, amount and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection 6.a. shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. The School District shall not face any liability or penalty as a result of such termination or reduction of this Contract.

b. *Crossing Fiscal Years.* If the School District will pay any portion of the Compensation in any School District fiscal year subsequent to the current fiscal year (the School District's fiscal year runs July 1 – June 30), the portion of the Compensation that may accrue hereunder in a subsequent fiscal year remains subject to legally mandated budget authorization by the Board of Education, under Applicable Law. If for any reason funds for that portion of the Compensation that may accrue hereunder in a subsequent fiscal year are not continued in any subsequent School District fiscal year, this Contract and the School District's liability under this Contract shall automatically terminate at the end of the fiscal year for which the Board of Education authorized funds.

7. Grant-Funded Contracts; Trust-Funded Contracts.

a. *Compliance with Grant.* If the School District pays for all or any portion of the Work with funds received by the School District as grants or under other terms and conditions from any source, including the United States of America, the Commonwealth, the City, or any department or agency of one of these governments, or from any public or private charitable trust or corporation, then the Contractor shall comply with the terms of the applicable grant agreement, contract or trust indenture, as the case may be, in carrying out the Work, and the School District shall comply with the terms of said grant agreement, contract or trust indenture, as the case may be, in making any payment or payments hereunder to the Contractor. The Contractor shall not take any action, or omit to act, if such act or omission would cause a breach or default under any such grant agreement, contract or trust indenture.

b. *Timely Submission of Invoices.* If the School District pays any of the Compensation from federal government or Commonwealth grant funds, the Contractor shall bill the School District for any outstanding Compensation owed to the Contractor within ten (10) business days after the end of the Term (see, Section 3 of the Agreement for Services). In the event the Contractor does not bill the School District for the balance of any Compensation within said ten (10) day period, the School District reserves the right to withhold payment of the balance of the Compensation to the Contractor based upon the loss of federal government or Commonwealth funds caused by the Contractor's delay, in which event the School District shall have no liability to the Contractor for said balance of the Compensation.

8. *Independent Contractor; No Partnership or Agency.*

a. The School District has engaged the Contractor as an independent contractor to carry out the Work, and neither the Contractor nor any of the Contractor's agents, employees or Subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District. Neither the Contractor nor any of its agents, employees or Subcontractors constitute employees of the School District, and these Persons shall have no right to receive any School District employee benefits or any other privileges available to School District employees. Neither the Contractor nor its agents, employees or Subcontractors shall represent themselves in any way as agents or employees of the School District, and none of the Contractor, its agents, employees or Subcontractors has any power to bind legally the School District to any third party.

b. Anything set forth elsewhere in this Contract to the contrary notwithstanding, including but not limited to any references in any exhibits to a "partnership" or "partner" relationship, the Parties have not created, do not intend to create, and no Party, nor any other Person, including any court or other tribunal, shall construe anything set forth in this Contract as creating a joint venture or partnership between the School District and the Contractor with respect to the Work. Neither the Contractor nor the School District shall have any power to bind the other Party in any manner whatsoever to any third party. The Contractor does not function as an agent of the School District in any dealings with any third party.

9. *Non-Discrimination.* The Contractor, for itself, its directors, officers, agents, employees and Subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other Person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status. The School District operates as an equal opportunity employer under Applicable Law; the Contractor shall likewise operate in all respects as an equal opportunity employer under Applicable Law. The School District shall not do business with any Person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. The Contractor shall include the first three sentences of this Section 9, with appropriate adjustments for the identity of the parties, in any Subcontracts that it executes and delivers. If the School District has selected the Contractor pursuant to a public solicitation or through a request for proposals or comparable process and the Contractor submitted a plan describing the participation of minority-owned, women-owned or disadvantaged businesses as part of the solicitation or the RFP, then the Contractor shall comply with its participation plan.

10. *Subcontracts.*

a. *School District Consent Required.* The Contractor shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, including any portion of the Work, in whole or in part, without in each instance first giving notice to and obtaining the written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. The School District hereby consents to any Subcontract entered into by the Contractor specifically referenced in Exhibit "A", the Contractor's Statement of Work, to this Contract. Any subcontract or assignment made in violation of this Section 10 shall be null and void. The School District shall have no obligation to any Subcontractor. Each Subcontract shall contain clauses to the effect that (i) the Subcontractor shall have no recourse to the School District for any payment, or for performance under such Subcontract; (ii) the Subcontractor consents to any assignment of the Subcontract by the Contractor to the School District, at the School District's sole option; and (iii) the Contractor shall

make payment to any Subcontractor within five (5) business days after receipt of payment from the School District with respect to work properly invoiced by a Subcontractor to the Contractor and reflected in the payment by the School District to the Contractor.

b. *No Change in the Contractor's Obligations.* The existence of any Subcontract shall not alter or limit the obligations of the Contractor to the School District under this Contract. The Contractor shall at all times remain fully responsible for its Subcontractors, and shall ensure that it legally binds all Subcontractors to the same terms and conditions as the Contractor under this Contract, including without limitation, non-discrimination, warranties, confidentiality, maintenance and preservation of records and audit by government representatives.

11. *Non-Assignment.* The Contractor acknowledges that the Work constitutes personal or professional services, or both, of the Contractor. Except through a Subcontract subject to Section 10 above, the Contractor shall not assign this Contract, or any part of this Contract, nor delegate performance of any part of this Contract, without the prior written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. This Contract legally binds the Parties and their respective successors and assigns. Any purported assignment in violation of this provision shall be void and of no effect. The School District's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the School District to any assignment shall not constitute a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 11, an assignment includes the acquisition of the Contractor, or a controlling interest therein, through an asset sale or a corporate or other merger, the appointment of a receiver or bankruptcy trustee for the Contractor, and the transfer of this Contract or the Contractor in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for the Contractor in any federal or state bankruptcy, insolvency or other proceeding concerning the Contractor shall comply with the requirements set forth in this Contract, including but not limited to this Section.

12. *Audits; Records and Payments; Inspectors General.*

a. *Audits.* From time to time during the Term, and for a period of six (6) years after the expiration or termination of this Contract (see, 24 Pa. Stat. § 5-518), the School District, the Controller of the City, the Commonwealth, including without limitation its Auditor General and the Pennsylvania Department of Education, or a department, agency or instrumentality of the United States of America, if the School District funds this Contract with federal funds, or any of their authorized representatives (each, for the purposes of this Section, an "Auditor") may audit any and all aspects of the Contractor's performance under this Contract, including but not limited to its billings and invoices and payments received.

b. *Inspection.* If requested by an Auditor or the School District, the Contractor shall submit to the Auditor and the School District for review or inspection, all invoices presented for payment pursuant to this Contract, all cancelled checks, Materials, invoices, vouchers, reports, work product, work papers, books, records and accounts upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. The Contractor acknowledges and agrees that any Auditor may inspect or review all of its Work and Materials, and all of its sites, locations and facilities related to its performance under this Contract. Inspection and review of Work and Materials shall take place at the offices of the Contractor in the City, or in another location with the Auditor's consent. The Contractor shall cooperate with all School District, City, Commonwealth and federal inspections and reviews conducted in accordance with the provisions of this Contract. The scope of such inspection and review of the Work and Materials, and sites, locations and facilities, including, without limitation, programs, lies in the sole discretion of the Auditor. Such inspection or review may include, without limitation, meetings with persons receiving services under this Contract, review of staffing ratios and job descriptions, and meetings with any of the Contractor's staff members who either directly or indirectly participate or participated in carrying out any of the Work, including preparing, delivering or installing any Materials.

c. *Retention and Availability of Records.* The Contractor shall retain all records, books of account and documentation pertaining to this Contract for the greater of (i) the period required by Applicable Law, or (ii) six (6) years following expiration or termination of this Contract; provided that if, however, any litigation, claim or audit commences prior to expiration of said six (6) year period, then the Contractor shall retain the records until all litigation, claims or audit

findings have been completely terminated or resolved without right of further appeal. The Contractor shall make available, at the Contractor's office in the City or another Contractor office in reasonable proximity to the City, at reasonable times during the Term and for the period set forth in this Section 12, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any Auditor. The Contractor shall provide such records without unreasonable delay when requested by an Auditor.

d. *Inspector General; Inspectors General.* The School District's Inspector General shall enjoy all the rights, powers and privileges of an Auditor under this Contract, and any and all additional rights, powers and privileges as provided by Applicable Law and by delegation from the Board of Education or other duly constituted authority having jurisdiction, e.g., a commission. The Contractor shall cooperate and comply with any audit or investigation by the School District's Inspector General, or by any City, Commonwealth or federal inspector general having jurisdiction, and any joint investigation. The Contractor and its partners, members, shareholders, directors, officers, employees, agents, contractors and Subcontractors shall cooperate fully with the School District's Inspector General by providing true, correct and complete information and records, as well as all necessary or appropriate assistance in any matter investigated by the Inspector General. In any investigation the School District's Inspector General shall have and enjoy complete and unimpeded access to all papers, workpapers, books, records, documents, information, personnel, processes, e.g., meetings, data, computer hard drives and networks, e-mail, text or instant messages, facilities and other assets owned, leased, licensed or used by or for the School District, including but not limited to information regarding the Contractor or other School District contractors, or any other Person involved in any way with the School District, as deemed necessary in performing investigative or audit activities pertaining in any way to the business, operations or public functions of the School District or the Board of Education, and in the custody of the Contractor or any Subcontractor.

13. *Indemnification; Litigation Cooperation; Notice and Defense of Claims.*

a. *Indemnification.* The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the Board of Education and the Commission, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages, and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants. The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the Board of Education and the Commission, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages and liability for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination of or adverse effects on the environment, intentional acts or omissions, failure to pay any Subcontractors or suppliers, any Event of Default under this Contract, and breach, if any, of any Subcontract, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants.

b. *Indemnification; Contractor's Employees.* Except as set forth below in this subsection 13.b., this Section 13 does not require the Contractor to indemnify the School District to the extent of the School District's own negligent act or omission. This Section 13 protects the School District, its officers, employees, agents and the members of the Board of Education and the Commission from all claims arising during the Term asserted by employees, agents or workers of the Contractor or any Subcontractor who are injured on or by School District real or personal property, or who assert an employment claim of any kind against the School District, including but not limited to any claim or claims relating to the termination of employment, regardless of when the claimant makes the claim. Except as expressly set forth below in this subsection 13.b., the Parties shall not construe this Section 13 to alter, limit, negate, abridge or otherwise reduce any other right or obligation that would otherwise exist as to any Party or Person described in this Contract. This Section 13 functions independently of the Contractor's or its Subcontractors' insurance or lack thereof, and the Parties do not intend that rights set forth in this Section 13 be deemed limited by the Pennsylvania Worker's Compensation Act. This

Section 13 shall apply, particularly, but not exclusively, to the claims of the Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, against the School District, its officers, employees and agents, and the members of the Board of Education and the Commission. The Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against the School District, its officers, employees and agents and the members of the Board of Education or the Commission, for the acts, failures to act or negligence of the School District, or its officers, employees and members of the Board of Education or the Commission.

c. *Defense of Claims.* The Contractor shall defend all claims described in subsections 13.a. or 13.b. above with competent and experienced counsel acceptable to the School District. If the Contractor fails to assume the defense of any and all claims described in subsections 13.a. or 13.b. above within fifteen (15) days of notice from the School District, or if within such fifteen (15)-day period actual prejudice may occur if action is not taken, then at the Contractor's cost and expense, the School District may undertake the defense, compromise or settlement of any such claims or consent to the entry of a judgment with respect to such claims, on behalf of and for the account and risk of the Contractor, and the Contractor shall thereafter have no right to challenge the defense, compromise, settlement or consent to judgment of such claims by the School District.

d. *Litigation Cooperation.* If at any time, including after the expiration or earlier termination of the Term, the School District becomes involved in a dispute or receives notice of a claim, or is involved in litigation concerning the Work and Materials provided under this Contract, the resolution of which requires the services or cooperation of the Contractor, and the Contractor does not otherwise have a duty to indemnify and defend the School District pursuant to the provisions of subsection 13.a. above, the Contractor shall provide such services and shall cooperate with the School District in resolving such claim or litigation as part of the Work and Materials under this Contract.

e. *Notice of Claims.* If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (i) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (ii) within five (5) business days of receipt of notice of the claim, give notice of the claim to the School District.

14. *School District Statutory Immunity.* Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the Board of Education and the Commission, retain their statutory governmental, official and any other immunity provided pursuant to Applicable Law, including 42 Pa. Cons. Stat. Ann. §§ 8501 and 8541 *et seq.*, as amended. The Contractor acknowledges and agrees that the School District (a) is a Local Agency, as defined in 42 Pa. Const. State. Ann. §§ 8501 and 8541; and (b) does not waive, nor have the power to waive, for itself or for its officers, employees, or for the members of the Board of Education or the Commission, by way of indemnity or otherwise, the defenses of governmental, official or any other immunity derived from said statutes or provided by Applicable Law.

15. *Insurance.* Prior to the commencement of any of the Work and until the latest of completion of the Work, final payment by the School District, or final acceptance of the Work, the Contractor shall provide and maintain the following minimum levels of insurance at the Contractor's own expense. The Contractor shall include in its bid, proposal, or quote its cost of the required insurance; the Parties shall make no adjustment to the Compensation on account of these insurance costs. The term "Contractor" shall include Subcontractors and Sub-Subcontractors at every tier. The Contractor shall deliver to the School District a certificate or certificates of insurance evidencing and reflecting the effective date of coverage, as set forth below in subsection 15.e. In no event shall the Contractor commence or permit commencement of any of the Work unless and until the Contractor delivers and the School District has approved the required evidence of insurance in conformity with this Contract. If the School District finds the Contractor's evidence of insurance non-compliant, the School District shall have the right, but not the duty, at its discretion, to purchase the required insurance coverage or coverages, at the sole cost and expense of the Contractor, by set-off against Compensation accrued or accruing, or through the Contractor's direct payment or reimbursement to the School District. The School District by notice or other communication may require additional coverage or coverages, or higher coverage limits, aggregate limits or sub-limits, at any time during the Term

if in the School District's sole judgment a risk or risks warrant such additional coverage or limits.

a. Rating. The Contractor shall procure all insurance from insurers permitted to do business in the State in which the Work takes place, having an A.M. Best Rating of at least "A-, Class VIII".

b. Self-Insured Retention. The Contractor shall not have a Self-Insured Retention ("SIR") on any policy greater than \$50,000; any and all SIRs shall remain the Contractor's responsibility. In the event any policy includes an SIR, the Contractor shall provide the additional insured requirements specified herein within the SIR.

c. Occurrence Basis. The Contractor shall ensure that its insurer or insurers write all insurance required hereunder, with the exception of the Professional Liability Insurance, on an "occurrence" basis. Claims-Made coverage must include:

- i. a retroactive date on or prior to the start of Work under this Contract; and
- ii. "tail coverage/an extended reporting period" or coverage for a period of three (3) years subsequent to the later of completion of the Work or final payment.

d. Notice of Cancellation or Non-Renewal. The Contractor's insurance carrier or carriers each shall agree to provide at least thirty (30) days prior written notice to the School District in the event of any cancellation or non-renewal of any coverage. In the event of cancellation or non-renewal of any coverage or coverages, the Contractor shall replace any such coverage or coverages so as to comply with the insurance requirements set forth in this Contract, with no lapse of coverage for any time period. In the event the Contractor's insurance carrier or carriers do not issue or endorse their policy or policies to comply with this subsection 15.d, above, the Contractor shall give notice to the School District of its receipt of any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of the proposed cancellation or non-renewal.

e. Certificates. The Contractor shall deliver to the School District the required certificate or certificates of insurance, evidencing the insurance coverages required under this Contract, at least ten (10) days prior to the start of the Work and thereafter promptly before or on renewal or replacement of each coverage. The Contractor shall not begin any Work until the School District has reviewed and in its discretion approved the certificate of insurance. The required insurance shall not contain any exclusions or endorsements unacceptable to the School District. The Contractor shall send all certificates of insurance to:

The School District of Philadelphia
Office of Risk Management
440 North Broad Street, Suite 325
Philadelphia, PA 19130-4015
Attn.: Riccardo Zucaro, Director of Insurance Risk Management
E-mail: [REDACTED]@philasd.org and [REDACTED]@philasd.org

Failure of the School District to demand these certificates or other evidence of full compliance with these insurance requirements or failure of the School District to identify a deficiency from evidence that is provided shall not constitute a waiver of the Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the School District with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

f. Additional Insured. The Contractor shall add the School District, and such other public entities as the School District may require, as additional insureds on all liability policies, except Workers' Compensation and Professional Liability Policy, where applicable, for ongoing operations and completed operations, using ISO Endorsements CG 2010 and CG 2037, or their equivalents, on a primary noncontributory basis. Coverage shall include ongoing and completed operations. Each of the additional insured's respective directors, officers, board members, employees, agents and representatives shall also constitute covered additional insureds. The Contractor and its insurer or insurers shall provide coverage for a period of three (3) years subsequent to the later of completion of Work or final payment. The School District reserves the right to require the Contractor to name other parties as additional insureds. There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named

Insured"); all policies will provide for "cross liability coverage", per standard ISO policy forms.

g. Waiver of Rights of Subrogation. The Contractor shall waive all rights of recovery against the School District and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.

h. No Limitation of Liability. Neither the Parties nor any tribunal or adjudicatory body shall or may construe the amount of insurance set forth in the insurance coverages required in this Section 15, as a limitation of the liability of the Contractor. The carrying of insurance as set forth in this Section 15 shall not relieve the Contractor of any duty or liability under the Contract, except to the extent of insurance proceeds paid. Any type of insurance, or any increase in limits of liability, not described above, which the Contractor requires for its own protection or on account of statute shall be its own expense.

i. Notice of Accidents, Claims and Suits. The Contractor shall promptly notify the School District and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the Contract. The Contractor shall forward such documents received to its insurance company (ies), as soon as practicable, or as required by their insurance policy(ies).

j. Required Coverages. The following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

i. Workers' Compensation and Employer's Liability: Provided in the State in which the Contractor performs the Work and elsewhere as required, and shall include:

A. Workers' Compensation Coverage: Statutory Requirements

B. Employers' Liability Limits not less than:

(1) Bodily Injury by Accident: \$100,000 Each Accident

(2) Bodily Injury by Disease: \$100,000 Each Employee

(3) Bodily Injury by Disease: \$500,000 Policy Limit

C. Includes coverage for sole proprietors, partners, members or officers who will be performing the Work.

ii. Commercial General Liability: Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

A. Occurrence Form with the following limits:

(1) General Aggregate: \$2,000,000

(2) Products/Completed Operations Aggregate: \$2,000,000

(3) Each Occurrence: \$1,000,000

(4) Personal and Advertising Injury: \$1,000,000

B. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment/completion of the Work, including coverage for the additional insureds as set forth in this Section 15.

C. The General Aggregate Limit must apply on a Per Project basis.

D. Coverage for "Resulting Damage".

E. No sexual abuse or molestation exclusion.

F. No amendment to the definition of an "Insured Contract".

iii. Automobile Liability:

A. Coverage to include All Owned, Hired and Non-Owned Vehicles, or "Any Auto". If the Contractor does not have any Owned Vehicles the Contractor shall nevertheless maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

B. Per Accident Combined Single Limit:\$1,000,000

iv. Professional Liability Insurance, including Technology E&O:

A. Minimum Limits of Liability:

- (1) Per Claim: \$2,000,000
- (2) Aggregate: \$2,000,000

B. The Definition of "Covered Works" shall include the Works required in the scope of this Contract which shall include but not be limited to software development.

C. Coverage includes but is not limited to loss or disclosure of electronic data, media and contents rights software copyright infringement and network security failure.

D. The professional liability insurance shall cover errors and omissions, including liability assumed under this Contract. If the Contractor provides educational services, the professional liability insurance coverage shall also include educational wrongful acts, employment practices wrongful acts and directors and executive officers wrongful acts.

v. Privacy/Cyber Liability, Including Cyber Extortion & Cyber Crime:

A. The Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information, or protected health information, or both, that may arise from their Work with this Contract.

B. Minimum Limits of Liability:

- (1) Per Claim: \$1,000,000
- (2) Aggregate: \$1,000,000

C. Privacy Breach Notification and Credit Monitoring: \$5,000,000 per Occurrence.

16. Confidentiality; Student Records; Publication Rights; Data Ownership.

a. *Confidential Information.* The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others ("Confidential Information"). During the Term and at any time thereafter, without the prior written consent of the School District, the Contractor shall not disclose or use to its own or any other Person's advantage, profit or gain any Confidential Information or any other information subject to a third party's proprietary right, such as a copyrighted or trademarked work, that the School District makes available to Contractor in connection with this Contract.

b. *Student Records.* The Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, any and all records and information, in whatever form or format received, pertaining to the School District's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability. The Contractor acknowledges and agrees that FERPA limits the transfer and re-transfer of education records and personally identifiable information in education records. Unless and until agreed otherwise by the Parties, the School District shall transmit information or records, or both, protected by FERPA solely to the individual named in Section 6 of the Agreement for Services, and such other duly authorized individuals as the Contractor may specify by notice to the School District (see, Section 6 of the Agreement for Services and Section 21, below, of these Standard Terms and Conditions).

c. *Publication Rights.* With regard to any reports, studies or other works developed in the course of this Contract, or as a result thereof, the Contractor shall not publish Confidential Information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. The Contractor shall have no right to use the name of the School District, or its seal, logos or marks, except upon the prior consent of the School District. The Contractor shall provide to the School District for its review any proposed report, study, publication, brochure or advertisement that names the School District or uses its seal, logos or marks, not less than thirty (30) calendar days prior to submission for publication, and the Contractor shall remove the School District's name, seal, logos or marks, and any other information identifying the School District from the publication if the School District does not expressly consent to the Contractor's requested use. The Contractor shall not issue, publish or

divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to the Contract without the prior consent of the School District.

d. Data Ownership. The School District retains and reserves its ownership of, and all right, title and interest in, any and all data provided by the School District to the Contractor under or in connection with this Contract. The Contractor acknowledges and agrees that the School District grants to the Contractor a limited, revocable, nonexclusive right and license to use any such School District data, which may include personally identifiable information subject to FERPA, solely for the Contractor's use in carrying out the Work set forth in this Contract and solely in conformity with FERPA and other Applicable Law. At any time during and after the expiration or earlier termination of the Term, the School District may request that the Contractor deliver to the School District all or any portion of any data provided by the School District; promptly upon receipt of any such request the Contractor shall, without any charge to the School District, deliver to the School District the requested data in a usable format reasonably specified by the School District. School District data includes any information and data developed by the Contractor, e.g., by populating a database, as part of or associated with the Work set forth in this Contract. The Contractor shall not destroy nor permit the destruction of any School District data during the Term, except upon the prior express written consent of the School District. Upon the expiration or earlier termination of the Term, the Contractor shall promptly and in any event not later than ten (10) business days after request by the School District, return to the School District all School District data then in the possession or control of the Contractor. Once the Contractor has returned all School District data, it shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

e. Security. The Contractor shall establish and maintain physical, administrative, technical, electronic and operational security measures to protect the privacy, confidentiality, integrity and availability of Confidential Information or any other information which identifies students, employees or officers of the School District, and systems, consistent with best practices and industry standards and with Applicable Law applicable to the Contractor and the Work. The School District may conduct, at the School District's expense, vulnerability scanning against networks, systems, and Internet Protocol addresses where the School District data reside.

f. Data Breach. The Contractor shall promptly and timely, within twenty-four (24) hours of becoming aware, disclose to the School District any suspected or known occurrence of any misuse or wrongful disclosure of Confidential Information or any other information which identifies students, employees or officers of the School District, including but not limited to system breaches that may adversely affect the School District or the School District's students, employees or officers.

17. Materials; Intellectual Property.

a. Computer Applications, Software, Programs, etc. The Contractor shall ensure that all of its computer applications, programs, and software developed under this Contract comply with any pertinent specifications or requirements set by the School District and with all Applicable Law, including but not limited to FERPA and the Americans with Disabilities Act.

b. License; Preexisting and Independently Developed Materials. For the duration of the Term, as the Parties may agree to extend it, the Contractor hereby grants, and shall require its Subcontractors, if any, to grant, to the School District the irrevocable, royalty-free right to reproduce, distribute copies of, adapt, display, perform, translate, and publish, throughout the universe, in any medium now known or hereafter invented, all Materials and works of authorship, including without limitation studies, media, curricula, and other things of any nature, developed or delivered to the School District pursuant to this Contract. For avoidance of doubt, subject to the license granted in this subsection 17.b., each Party otherwise retains ownership of all of its pre-existing and independently developed intellectual property.

18. Conflict of Interest.

a. Disclosure of Conflict of Interest. The Contractor represents, warrants and covenants that it has no public or private interest which does or may conflict in any manner with the performance of the Work and that neither it, nor any of its directors, officers, members, partners, employees or Subcontractors, has or shall during the Term acquire, directly or indirectly, any such interest. The Contractor shall disclose promptly and fully to the School District's Responsible Official all interests which constitute or may constitute such a conflict.

b. *Improper Gift; Improper Relationship.* The Contractor represents, warrants and covenants that it has not directly or indirectly offered or given and shall not directly or indirectly offer or give any payment, loan, subscription, advance, deposit of money, services or any other thing of more than nominal value to any School District employee who participated in the decision to authorize or enter into this Contract. The Contractor warrants that, to its knowledge, neither a School District employee or officer who participated in the decision to enter into this Contract, nor any member of the employee's immediate family, receives more than \$1,000 per year from the Contractor, has a direct or indirect investment worth \$1,000 or more in the Contractor or is a director, officer, partner, trustee or employee of the Contractor.

c. *School District Employees Not to Benefit.*The Contractor shall not make any payment or give anything of more than nominal value to any School District official or employee except in accordance with Applicable Law and School District policy. The Contractor shall comply with the School District's Vendor Code of Ethics, and also, to the extent applicable, with the School District's Code of Ethics for School District officers and employees. The Contractor shall disclose to the School District the name of each School District official or employee who receives payment from the Contractor, the amount such official or employee receives and the services rendered by the official or employee in consideration of the payment.

19. *Default; Notice and Cure; Remedies.*

a. *Event of Default.* Each of the following constitutes an Event of Default by the Contractor under this Contract:

i. Failure by the Contractor or any Subcontractor to comply with any term, covenant or condition set forth in this Contract.

ii. The Contractor's (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver, (d) insolvency, as defined by Applicable Law, or (e) the filing of an involuntary petition against the Contractor under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days.

iii. Default by the Contractor under any other agreement the Contractor may have with the School District.

iv. Any material misrepresentation by the Contractor in (a) this Contract, (b) any other document submitted to the School District by the Contractor, or (c) otherwise by the Contractor directly or indirectly to the School District in connection with the School District's decision to execute, deliver and perform this Contract.

v. Failure of the Contractor to provide, within five (5) business days, assurance reasonably acceptable to the School District that it can perform the Work in conformity with the terms of the Contract if (a) the School District has a reasonable basis to believe at any time during the Term that the Contractor will not be able to perform the Work, and (b) the School District demands in writing assurance of the Contractor's performance.

vi. Misappropriation by the Contractor of any funds provided under this Contract or failure by the Contractor to notify the School District upon discovery of any misappropriation.

vii. Indictment of or other issuance of formal criminal charge or charges against the Contractor, or any of its directors, employees, agents or Subcontractors or any of the directors, employees or agents of a Subcontractor or any criminal offense or any other violation of Applicable Law directly relating to this Contract, the Work or the Materials, or which adversely affects the Contractor's performance of this Contract in accordance with its terms, whether or not a court of law or other tribunal ultimately accepts a verdict or plea of guilty or no contest regarding the charged offense or offenses.

viii. Debarment or suspension of the Contractor or any director, agent, employee or Subcontractor of the Contractor, or any Person controlling, under common control with, or controlled by, the Contractor under a federal, state or local law, rule or regulation by any federal, state or local governmental entity, including but not limited to the School District.

ix. Failure by the Contractor to comply with any term, covenant or condition set forth in Section 4 above, or the breach of any of the Contractor's representations and warranties set forth in subsection 22.f., below.

b. *Notice and Cure.* If the Contractor commits or permits any Event of Default, the

School District shall notify the Contractor of its determination that an Event of Default has occurred. The Contractor shall have ten (10) business days from receipt of that notice, or such additional cure period as the School District may authorize in its sole discretion, to correct the Event of Default; provided, however, that no such notice from the School District or period of cure shall be required before invoking the remedies described in subsection 19.c. below if: (i) the Contractor has temporarily or permanently ceased performing the Work; (ii) an emergency has occurred relating to the Work, and that emergency requires immediate exercise of the School District's rights or remedies, as determined by the School District in its sole discretion; (iii) the School District has previously notified the Contractor more than once in the preceding twelve (12) month period of any Event of Default under this Contract; (iv) an Event of Default occurs as described in subsection 19.a. vi., vii., or viii. above; or (v) the Contractor breaches any of its obligations under Sections 2 or 9 above. Nothing set forth in this subsection 19.b. shall limit the School District's rights under subsection 19.c.

c. Remedies. If the Contractor does not cure the Event of Default within the period allowed by the School District, or if the Contractor commits or permits an Event of Default for which subsection 19.b. above provides no notice or period of cure, then the School District may, without further notice or demand to the Contractor, and without waiving or releasing the Contractor from any of its obligations under this Contract, invoke and pursue any or all of the following remedies:

- i. terminate this Contract by giving the Contractor a Termination Notice.
- ii. perform, or cause a third party to perform, this Contract, in whole or in part. The Contractor shall be liable to the School District, as damages, for all expenses incurred by the School District or a third party pursuant to this subsection 19.c.ii., together with interest at the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percentage points (5.0%). The School District shall not in any event be liable for inconvenience, expense, loss of profits or other damage incurred by the Contractor due to the School District's performance or paying such costs or expenses.
- iii. withhold payment of, or offset against, any funds payable to or for the benefit of the Contractor.
- iv. collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of the Contractor.
- v. any other legal or equitable remedy available to the School District, including but not limited to a legal action for breach and damages against the Contractor.

d. Specific Performance. The Contractor's Work and Materials represent unique services and things, not otherwise readily available to the School District. Accordingly, the Contractor acknowledges that, in addition to all other remedies, the School District shall have the right to enforce the terms of this Contract by a decree of specific performance or an injunction, or both, restraining a violation, or attempted or threatened violation, of any term, covenant or condition set forth in of this Contract, without the necessity of posting bond or other security or of proving the inadequacy of money damages.

e. Concurrent Pursuit of Remedies. The School District may exercise any or all of the remedies set forth in this Section 19, each of which the School District may pursue separately or in conjunction with any other remedy or remedies, as the School District shall determine. The School District may in its sole discretion elect not to exercise any of the above remedies and may permit the Contractor to continue to perform the Work. No extension or indulgence granted by the School District to the Contractor shall operate as a waiver of any of the School District's rights in connection with this Contract.

20. Termination for Convenience. The School District may terminate this Contract for its convenience, that is, for any reason or for no reason at all, at any time, in its sole discretion, without penalty, cost or liability to the School District, by delivering a Termination Notice upon fourteen (14) days prior notice to the Contractor of the School District's termination of this Contract. If the School District terminates this Contract, the School District shall pay the Contractor for any Work satisfactorily completed before the effective date of termination, but in no event shall the Contractor have any right to receive costs caused by or related to loss of profits for Work that the Contractor did not perform because of the early termination, or for loss of profits for services the Contractor could have performed for other Persons absent its engagement under this Contract.

a. **Contractor Actions upon Termination.** Upon receipt of a Termination Notice from the School District under Sections 6, 19, or 20 above, the Contractor shall take immediate action to effect the orderly discontinuance of the Work. The Contractor shall collect, assemble and transmit to the School District, at the Contractor's sole expense, all Materials developed under this Contract. The Contractor shall clearly label and index to the satisfaction of the School District all such Materials, and shall deliver all such Materials to the School District within thirty (30) days after receipt of a Termination Notice, or in such shorter period as the School District may specify in its Termination Notice.

21. Notices. Except as expressly provided to the contrary in any other Section of this Contract, the Parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The Parties shall deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service), or refused upon courier's attempt to deliver; or (c) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case the Parties shall send notices to the other Party's representative as set forth in and at the addresses set forth in Section 6 of the Agreement for Services. The Parties shall not transmit notices required under or in connection with this Contract by electronic mail, unless the transmission clearly and prominently states in bold-faced text set off for immediate visibility, "this is a legal notice under Contract". Each Party may change its designee for receipt of notice in Section 6 of the Agreement for Services, by giving notice thereof to the other Party in conformity with this Section 21.

22. Representations and Warranties. Effective as of the execution and delivery of this Contract and throughout the Term, the Contractor makes the following representations, warranties and covenants to the School District:

a. It has all necessary power and authority to execute, deliver and perform this Contract and has completed all actions necessary in order duly to authorize the execution, delivery and performance of this Contract, including duly authorizing the Person who signs this Contract to do so on its behalf.

b. This Contract, when executed and delivered, shall constitute a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

c. The Contractor is financially solvent, can and shall pay all its debts as they mature, and possesses working capital sufficient to carry out the Work.

d. The Contractor owns or has duly and validly licensed from a third party the Materials and any other materials used by the Contractor in carrying out the Work; the Contractor's use or delivery thereof to the School District in connection with this Contract, and any use thereof by the School District as contemplated by this Contract, does not and shall not violate any third party's copyright, patent, trademark, trade secret or other proprietary right.

e. The Contractor is and shall be, at all times during the Term, duly qualified to transact business in the Commonwealth and professionally competent and duly licensed to carry out the Work, if the performance of the Work requires any license or licenses.

f. The Contractor and any other Person controlling, controlled by, or under common control with the Contractor are not currently indebted to the City or the Commonwealth for or on account of any delinquent taxes, or other indebtedness or obligations, including but not limited to any taxes imposed, levied, authorized or assessed by the Commonwealth or the City, including any tax imposed, levied, authorized or assessed for or on behalf of the School District, for which no written settlement agreement or payment plan with the City, or the Commonwealth, as the case may be, has been executed and delivered.

g. Neither the Contractor nor any of its principals or Subcontractors, nor any other Person controlling, controlled by, or under common control with, the Contractor, are under suspension or debarment, have received official notice of commencement of proceedings for debarment or have been declared ineligible for contracts, bids, RFPs or contract awards by the Commonwealth, the City, any Federal agency or any school district.

The Contractor shall provide immediate written notice to the Responsible Official if at any time during the Term the Contractor learns that any of these representations, warranties or covenants was or has become erroneous.

23. Definitions. Except as expressly provided to the contrary elsewhere in these Standard Terms and Conditions or in the Agreement for Services, capitalized terms shall have the meanings specified in this Section 23. In the event of a conflict between a definition in these Standard Terms and Conditions and the Agreement for Services, the definition in the Agreement for Services shall apply. In the event of a conflict between a definition in any exhibit, addendum or attachment to the Agreement for Services and a definition in these Standard Terms and Conditions, the definition in these Standard Terms and Conditions shall apply.

a. Agreement for Services. "Agreement for Services" means the instrument headed "Agreement for Services," which forms a part of this Contract and sets forth certain of the terms, covenants and conditions specific to the Contractor's engagement.

b. Applicable Law. "Applicable Law" means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, School District rules, regulations and policies applicable to the School District, the Contractor and the Work, and includes all applicable case law, court orders, injunctions and consent decrees.

c. City. "City" has the definition set forth above in subsection 4.a.

d. Commission. "Commission" has the definition set forth above in subsection 4.a.

e. Commonwealth. "Commonwealth" has the definition set forth above in subsection 1.1.

f. Compensation. "Compensation" has the definition set forth in Section 4 of the Agreement for Services.

g. Contract. "Contract" has the definition set forth in the preamble of the Agreement for Services, which includes the instruments integrated into and forming a part of this Contract, *i. e.*, the Agreement for Services, Exhibit "A", Exhibit "B", if any, these Standard Terms and Conditions and any other Exhibit incorporated into this Contract as set forth in the Agreement for Services.

h. Event of Default. "Event of Default" means those events defined and identified above in subsection 19.a.

i. FERPA. "FERPA" has the definition set forth above in subsection 16.b.

j. Materials. "Materials" means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics and other data, computer tapes, computer programs, software, and other tangible work product, materials or goods prepared, supplied or developed by the Contractor as part of or in connection with the Work, or for the Contractor by a Subcontractor in connection with the Work, and deliverable or delivered to the School District by the Contractor or its Subcontractor pursuant to this Contract.

k. Party; Parties. A "Party" means either the School District or the Contractor; the "Parties" means the School District and the Contractor.

l. Person. "Person" means any individual, association, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

m. Responsible Official. "Responsible Official" means the School District official named in Section 6 of the Agreement for Services.

n. Subcontract; Subcontractor. "Subcontract" means a contract made between the Contractor and a Subcontractor providing for the completion of some part or parts of the Work or Materials by a Subcontractor. "Subcontractor" means a Person performing under a contract with the Contractor a part of the Work or Materials that the Contractor has agreed to carry out pursuant to this Contract.

o. Tax Policy. "Tax Policy" has the definition set forth above in subsection 4.a.

p. Term. "Term" has the definition set forth in Section 3 of the Agreement for Services.

q. Termination Notice. "Termination Notice" means a notice given to the Contractor by the School District of its intent to terminate the Contract under the terms of Sections 6, 19 or

20 and specifying the effective date of the termination of the Contract.

r. *Work*. "Work" has the definition set forth in Section 1 of the Agreement for Services and includes any relevant exhibits or addenda forming part of this Contract.

Unless otherwise expressly defined in this Contract, words that have well-established technical meanings or definitions in the field of public primary and secondary education have the same well-established meanings or definitions when used in this Contract.

24. Miscellaneous.

a. *Applicable Law; Venue*. The Parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the Commonwealth, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the drafter. In the event that the Parties cannot amicably resolve any dispute and a Party resorts to legal action, that Party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania. The Parties irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which they may now or hereafter have, including any claim of *forum non conveniens* or similar doctrine or theory, to venue in the state or federal courts sitting in Philadelphia, Pennsylvania and each of the Parties consents to the personal jurisdiction of such courts, and of the appropriate appellate courts therefrom, and to service of process upon them in accordance with the rules and statutes governing service of process in any such suit, action or proceeding.

b. *Headings*. Section headings in this Contract serve for reference only and shall not in any way affect the meaning or interpretation of this Contract.

c. *Order of Precedence*. In the event of conflict or variation between the Standard Terms and Conditions or the Agreement for Services and any other exhibit, addendum or attachment, the Standard Terms and Conditions or the Agreement for Services, as the case may be, shall govern. In the case of conflict or variation between the Standard Terms and Conditions and the Agreement for Services, the Agreement for Services shall govern.

d. *Severability*. If a court holds any term, covenant or condition of this Contract invalid, such holding shall not affect or impair the validity of any other term, covenant or condition of this Contract, which the Parties hereby deem severable and which shall remain in full force and effect.

e. *Survival*. Any and all provisions of this Contract which contemplate performance by a Party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation provisions relating to ownership of Materials and indemnification.

f. *Waiver*. No one shall or may find, hold or determine that a Party has waived any term, covenant or condition set forth in this Contract, any Event of Default, or any remedy set forth in this Contract, unless that Party has set forth its waiver in a writing signed by that Party.

g. *No Third Party Beneficiaries*. The Parties do not intend to create, and no Party, court, tribunal or Person shall construe anything set forth in this Contract to create, any contractual relationship with, or to give a claim, right, cause of action or remedy in favor of, any third party against either Party. The Parties do not intend that anything in this Contract benefit any third party.

h. *Entire Agreement; Amendment*. This Contract includes all exhibits, schedules and addenda, if any, referred to herein, all of which the Parties hereby incorporate by reference, unless otherwise specified herein. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements concerning the subject matter of this Contract, all of which the Parties have fully integrated herein. The Parties acknowledge and agree that no metadata, which includes any agreements, offers, promises, negotiations, or representations occurring solely in metadata, form any part whatsoever of this Contract, and shall not, as between the Parties, form any part of the evidence when interpreting the terms and conditions of this Contract. This Contract supersedes any prior or contemporaneous course of conduct, performance or dealing between the Parties. The Contractor has not, does not and shall not rely on any statement or representation of the School District other than those expressly set forth in this Contract. No amendment or modification changing this Contract's scope or terms shall have any force or effect unless executed and delivered in writing and signed by both Parties.

i. *Counterparts; Electronic Signatures.* The Parties may execute and deliver this Contract in any number of counterparts, each of which the Parties shall deem an original, and all of which shall constitute, together, one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Contract. This Contract and any true, correct, and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method, and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means. For avoidance of doubt, any true, correct, and complete counterpart may be converted from paper to electronic form, or from electronic form to paper, and such converted true, correct, and complete counterpart shall be deemed an original for transmission, execution, delivery and retention under the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 *et seq.*

j. *Interpretation; Number, Gender.* The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole, and not to any particular Section, subsection or clause in this Contract. Whenever the context requires, the Parties shall construe words used in the singular to include the plural and vice versa, and pronouns of any gender to include the masculine, feminine and neuter genders.

Exhibit "D"
Board Action Item
See attached.

6/3/24, 6:55 AM

Coversheet

Action Item - 34.

Title: Contract with Center for Black Educator Development for Freedom Schools Literacy Academy (\$369,000) - Updated 5.17.2024

Board of Education Meeting Date: 5/30/2024

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform a contract, subject to funding, as follows:

With:

The Center For Black Educator Development

Purpose:

Freedom Schools Literacy Academy

Start date: 6/1/2024

End date: 6/30/2025

Compensation not to exceed: \$369,000

Location:

Various Schools

Renewal Options: Yes

Number of Options: 2

Duration of each option to extend: Years: 1 Months:

Maximum compensation authorized per option period: Each one-year option at a fixed amount of \$492,000

Description:

Why is this contract needed?

Each year, the School District and its partner organizations offer a variety of summer programs to provide students, especially those most vulnerable to experiencing summer learning loss, with opportunities to continue learning during the summer months. The Center for Black Educator Development will provide the Freedom Schools Literacy Academy (FSLA), a five-week in-person summer program that is based around developing a context of understanding culture. During the summer of 2024, up to 180 rising 1st through 3rd-grade students and up to 18 high school students will participate as scholars and apprentices. The program will take place at Bethune, WD Kelley, and Duckrey Elementary Schools and participation will be open to all District students. The success of this summer's literacy academy will impact future programming decisions.

The CBED Teacher Academy is a 4 year school model that will prepare students in grades 9-12 with the basic skills, knowledge, credentials, and experience needed to transition into an aligned education major to become a teacher. Included in the Teacher Academy, the Freedom Schools Academy takes place in the Summer where students will be able to participate in an internship experience. Both the Teacher Academy and Freedom Schools Academy align with Act 158 requirements as outlined below.

- 9th & 10th Grade Cohorts participate in Career Awareness (Externship) Activities (Pathway 5)
- 11th & 12th Grade Cohorts participate in Career Preparation activities that include:
 - Internship (Pathway 5)
 - Attainment of Industry-based Credentials (Pathway 5)
 - CTE programming, if applicable (Pathway 3)
 - Dual Enrollment courses, if applicable (Pathway 4 or 5)
- During the summer, students who participate in the Freedom Schools Academy will earn the following:

- Internship (Pathway 5)

How is this work connected to the District's plan to achieve Goals & Guardrails?

The Freedom Schools Literacy Academy was designed to address educational inequalities and our nation's racist history that have created unconscionable achievement gaps. The FSLA model supports the District's goal that every student reads on or above grade level and every student graduates ready to succeed in college, work, and life. Additionally, the District is taking critical steps toward addressing racist practices so that students' potential will not be limited by practices that perpetuate systemic racism and hinder student achievement. The Freedom Schools Literacy Academy lifts this work by meeting the unique needs of children from disenfranchised communities while at the same time strengthening the school-to-activism pipeline for the next generation of exceptional educators. Participating high school students will earn evidence toward Act 158 graduation requirements which supports the District's college and career readiness goal.

How will the success of this contract be measured?

Consistent with past practice, the Office of Research and Evaluation will conduct a program evaluation of the summer programs organized by the District. The final report will provide a summary of the summer programs, including information about enrollment, attendance, and findings from surveys and observations. The successes and challenges of program implementation will provide insights and guide implementation for summer 2025.

If this is the continuation of a contract, how has success been measured in the past, and what specific information do we have to show that it was successful?

While the District is still in the beginning years of contracting with the Center for Black Educator Development to implement the Freedom Schools Literacy Academy, data is available that supports a strong track record of success in urban settings. In the summer of 2021, FSLA programming was offered to 288 elementary students and 78 high school students, and 54 college students. The following are highlights from the 2021 results.

High School Students: 1) Increase in Positive Racial Identity. High school students reported statistically significant increases in positive racial identity, and specifically in learning about history, traditions, and customs, thinking about how their life will be affected by their ethnic group membership, and having a strong sense of belonging.

2) Increase in Academic Self-Efficacy. High school apprentices showed statistically significant growth in areas of academic self-efficacy, mindset, habits of mind, and strategies for academic and personal success. 90% agreed that participating in the program will help them focus more on their education. 92% agreed they know they can complete difficult tasks. 93% agreed that even when things are tough, they can perform quite well. 95% agreed they know what to do when they come across difficult reading content. 89% agreed that they acquired the academic skills to do whatever they decide to do. 86% agreed they have strategies for handling academically challenging tasks. 88% agreed that when they need help they know how to ask for it. 84% agreed that they believe they are developing strategies that will help them overcome challenges.

Scholars: 1)

Gains in Early Literacy Skills. Students in grades 1-3 increased their reading ability by an average of 2.29 levels in the Friends on the Block Literacy Curriculum, an early literacy intervention (a 33% increase from level 6.96 to 9.25 in five weeks). This increase was statistically significant for students across virtual and in person programming and students with higher or lower pretest scores. Students with higher pretest scores increased an average of 1.7 levels, and students with lower pretest scores increased an average of 2.6 levels.

2) Increase in Positive Racial Identity. Elementary students were given a pictorial self-report scale of ten items in which they could comment on their attitudes on racial identity, reading, schoolwork, effort, adults, and knowledge of Black books and history. They reported increases in all ten items from before to after FSLA. There were statistically significant increases in the total score on knowing books about Black people, learning about the successes of Black people, and doing the best work they can at school. Correlations among these attitudes were calculated before and after FSLA. Before FSLA, high ratings on the item, "I am Happy I am Black/Brown" were significantly correlated with high ratings on "Adults Care about Me." After FSLA, high ratings on "I am Happy I am Black/Brown" were significantly correlated with high ratings on "I do the Best Work That I Can at School," "I am Special," and "I Know Some Books Written about Black People." This pattern suggests that after FSLA, Black early elementary students associate being Black/Brown with hard work, being special, and knowledge of their racial heritage.

When applicable, is this an evidence-based strategy? If so, what evidence exists to support this approach?

The Freedom Schools Literacy Academy integrates proven best practices with a culturally responsive, affirming, and sustaining early-literacy curriculum that is aligned with the District's Academic Framework. During the program, expert educators will coach aspiring college student-teachers and work with high school apprentices interested in exploring careers in education to provide up to sixty participating rising 1st through third-grade students the personalized literacy boost they each need.

Reading is a bedrock skill for success in school, college, the workplace, and life. Studies show students' higher racial-ethnic pride correlates with higher achievement as measured by grades and standardized test scores. They also show that when



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): 844-357-0403 FAX (A/C. No):	
	E-MAIL ADDRESS: [REDACTED]@hiscox.com PRODUCER CUSTOMER ID:	
INSURED The Center for Black Educator Development 7901 Hidden Ln Elkins Park, PA 19027	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc.	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY	CAUSES OF LOSS					
A	PROPERTY	DEDUCTIBLES	[REDACTED]	09/23/2023	09/23/2024	<input checked="" type="checkbox"/> BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	\$
		BUILDING					\$ 10,000
	BASIC						
	BROAD						
	<input checked="" type="checkbox"/> SPECIAL	CONTENTS \$ 500					
	EARTHQUAKE						
	WIND						
	FLOOD						
	INLAND MARINE	TYPE OF POLICY					\$
		CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER					\$
	CRIME	TYPE OF POLICY					\$
							\$
							\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Philadelphia School District 440 N Broad 206 Philadelphia, PA 19013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: [REDACTED]@hiscox.com
INSURER(S) AFFORDING COVERAGE	
INSURER A :	Hiscox Insurance Company Inc NAIC # 10200
INSURED	
The Center for Black Educator Development 7901 Hidden Ln Elkins Park, PA 19027	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	09/23/2023	09/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Philadelphia School District 440 N Broad 206 Philadelphia, PA 19013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit "A"

***The Contractor's
Statement of Work***

The School District engages the Contractor to carry out the work set forth in this Contract on the terms, covenants and conditions set forth in this Contract (the "Work"). The Work consists generally of the Contractor's student support programs and services.

1. This Exhibit "A" consists of the following Parts:

- a. Part 1, Engagement Particulars, including best-and-final offer, if any;
- b. Part 2, the RFP (defined below); and
- c. Part 3, the Contractor's Proposal submitted in response to the RFP (the 'Proposal');

each as redacted, attached below and hereby incorporated in this Exhibit "A".

2. In the event of any conflict or inconsistency between or among any of the Parts of this Exhibit "A", the following order of precedence shall apply: Part 2 shall control over Part 3, and Part 1 shall control over Parts 2 and 3.

Exhibit "A", Part 1

Summary Scope of Work for Summer Programing



**CENTER FOR
BLACK EDUCATOR
DEVELOPMENT**

Our Mission

To achieve educational equity and racial justice by rebuilding the national Black Teacher Pipeline.

Freedom Schools Literacy Academy (FSLA) Summer Program Proposal

PURPOSE OF PROPOSAL

The purpose of this proposal is to address the following:

1. Provide a summer literacy intervention program for School District of Philadelphia's elementary schools students (**up to 180 scholars across 3 SDP sites, Mary McLeod Bethune, William D. Kelley, & Tanner G. Duckrey**) to help them achieve growth in their literacy development and combat the academic "summer slide" that students often experience.
2. Provide high school and college students with summer employment through a paid-apprenticeship to increase their interest in becoming future teachers and educational leaders.

PROGRAM DESCRIPTION

The Center for Black Educator Development (CBED) was launched in May 2019 by veteran educator and former U.S. Department of Education Principal Ambassador, **Sharif El-Mekki**. CBED's goal is to lift up low-income Black scholars by substantially increasing the number of Black teachers at the front of their classrooms. In Philadelphia (CBED's flagship city) the student body is over 50% Black, but only 24% of the teachers are Black and just 4% are Black men.

This summer The Center for Black Educator Development will conduct a 6-week in-person paid apprenticeship program for high school and college aged aspiring educators, through our Freedom Schools Literacy Academy (FSLA). This will include 2 weeks of training and 4 weeks of literacy intervention programming to elementary school scholars. Freedom Schools Literacy Academy is a family and community centered program designed to positively impact literacy development for young people of African descent during their foundational years, in order to secure their future academic success and intellectual development.

Through participation in FSLA, it is our aim that high school students will strongly consider becoming future educational leaders and teachers and that college students will emerge from FSLA committed to entering the field of education upon graduation. Apprenticeship participants will have access to professional development sessions, trainings, cycles of observation, feedback, and coaching. We aim to equip future educators with pedagogical understandings and tools that extend beyond traditionally euro-centric models that are often prevalent in the educational field. Participants in the apprenticeship program will learn to apply deep cultural and intellectual memory held by communities of African descent for the intellectual, emotional, and social development of their students.

PROGRAM TIMELINE

Tentative Date	Event Description
December 2023/January 2024	Partnership engagement and proposal submission, site acquisition and contract transactions begin
January 2024	Applications and jobs posted for on-site seasonal staff (including site lead, coach, and apprentice positions)
January-March 2024	Interviews, hiring, and onboarding for seasonal staff positions
End of February 2024	FSLA sites confirmed
March 2024	Scholar recruitment and parent engagement
June 2024	Training for site-based seasonal staff
July-August 2024	FSLA programming

FREEDOM SCHOOLS EXPERIENCE

Scholar experience: Scholars will engage in programming geared toward their academic and cultural development. CBED is focused on rising 1st-3rd graders. These crucial years of early literacy development have the greatest potential to impact the long-term educational trajectory of scholars. In order to address summer slide, we will provide literacy and phonics engagement. By focusing on literacy and phonics, scholars will increase their understanding and retain information that is typically lost over summer months.

In addition to academic rigor, scholars will engage in Harambee, a communal experiential process that helps to solidify the collaborative familial experience of the program. Scholars participate in affirmational chants, recognition of ancestors, listen to a text “read aloud” by a community leader, and participate in group sing-alongs. Scholars will also participate in a day of action, where they will apply summer learning to a project that positively impacts the community.

Servant Leader Apprentice (SLA, college students) experience: SLAs will serve as lead teachers for their cohort of scholars. They will teach literacy and phonics, as well as undergo professional development from tenured educators.

Junior Servant Leaders (JSL, high school students) experience: JSLs will support SLAs by co-teaching a cohort of scholars. In addition, they will receive rigorous professional development.

DAILY SCHEDULE

Programming will operate Mondays through Thursdays from 8:00-3:30pm. On Fridays, program operations are from 8:00am-12:00pm, with scholars participating in field trips.

Time	Activity
8:00-8:30am	Breakfast
8:30-9:00am	Harambee
9:00-9:15am	Transition
9:15-9:30am	Differentiated Instruction Block #1
9:30-9:45am	Mindfulness
9:45-10:15am	Read Aloud
10:15-10:30am	Snack
10:30-10:45am	Differentiated Instruction Block #2
10:45-11:00am	Differentiated Instruction Block #3
11:15-12:00pm	Social Action Project-Based Learning
12:00-12:30pm	Lunch
12:30-1:00pm	Outdoor Recess
1:00-2:00pm	Enrichment (1 st Rotation)
2:00-3:00pm	Enrichment (2 nd Rotation)
3:00-3:30pm	Dismissal

Scholars begin their day with breakfast, followed by Harambee, a communal, experiential practice ground students in culture and tradition. They learn and participate in affirmational chants, recognition of ancestors, listen to a text read aloud by a community leader, and participate in group sing-alongs. Harambee is followed by literacy intervention, a mindfulness break, and read aloud.

Scholars take a break from 12:00-1:00pm for lunch and recess. This is followed by participation with enrichment activities (taught by Enrichment Specialists) that incorporate movement, music, art, and other engaging art-forms. These activities become components of the performance finale, where families and community members are invited to see scholars perform.

While scholars engage in enrichment activities, Servant Leader Apprentices and Junior Servant Leaders participate in afternoon professional development sessions led by their coaches.

At the end of each week (every Friday) scholars participate in field trips to places such as the museum, bowling alley, and skating rink.

FSLA OUTCOMES & DATA:

Apprentice Coaching: Our program is unique in the fact that it provides high school and college students with a paid apprenticeship to teach scholars in 1st-3rd grades. Apprentices receive transformational coaching from an experienced educator with an emphasis on liberatory approaches to education, countering anti-Black narratives in education and society.

We develop black apprentices in the art of teaching and infuse instructional competencies with black liberatory strands aimed at developing black educators equipped for impact.

Our coaching framework includes the following components:

- Critical Mentoring and Coaching is the pairing of an apprentice with a more experienced role model (coach) who can provide one-on-one guidance and encouragement.
- Targeted Classroom Observations are formal and informal methods to observe an apprentice while they are in action, teaching.
- Culturally Responsive Sustaining Feedback is explicit feedback that fosters a sense of belonging and acknowledges areas of growth and opportunities for improvement. The feedback is affirming and fosters a growth mindset.
- Critical Professional Development is a structured mechanism for continued apprentice development where they can gain knowledge, develop strategies, practice newly learned strategies, ask questions, and skills to facilitate the learning on scholars in their classrooms.

Outcomes: In the summer of 2021, we offered FSLA programming to 288 elementary students, 78 high school students, and 54 college students. The following are highlights from the 2021 results.

- **High School Students**

1) Increase in Positive Racial Identity: High school students reported statistically significant increases in positive racial identity, and specifically in learning about their history, traditions, and customs, thinking about how their life will be affected by their ethnic group membership, and having a strong sense of belonging to other Black/Brown people.

2) Increase in Academic Self-Efficacy: High school apprentices showed statistically significant growth in areas of academic self-efficacy, mindset, habits of mind, and strategies for academic and personal success. 90% agreed that participating in the program will help them focus more on their education. 92% agreed they know they can complete difficult tasks. 93% agreed that even when things are tough, they can perform quite well. 95% agreed they know what to do when they come across difficult reading content. 89% agreed that they acquired the academic skills to do whatever they decide to do. 86% agreed they have strategies for handling academically challenging tasks. 88% agreed that when they need help, they know how to ask for it. 84% agreed that they believe they are developing strategies that will help them overcome challenges.

- **College Students**

1) Increase in Careers in Teaching: College teaching apprentices showed improvement in teaching interest and skills. Prior to the program, 79% agreed or strongly agreed they had an interest in teaching, while after the program, that number increased to 100%. Before FSLA, 91% of college student apprentices had an interest in teaching Black children, while after the program it was 100%.

2) *Increase in Teaching Skills and Professional Confidence:* A total of 100% agreed that their coach consistently followed up with them weekly, they felt respected, valued, comfortable with their coach, and their coach affirmed the racial identity of elementary students. A total of 97% agreed that the support their coach provided was of high quality, felt their coach affirmed their racial identity, coaches were clear on pre-work and next steps, they had the right amount of support, and they felt they would be better teachers because of their experience with their coach. College teaching apprentices acquired skills in relationship building, communication, creating meaningful lessons that keep elementary students engaged, differentiation of lessons based on student needs, problem solving in the moment, organization, and how to interact with parents.

- **Scholars**

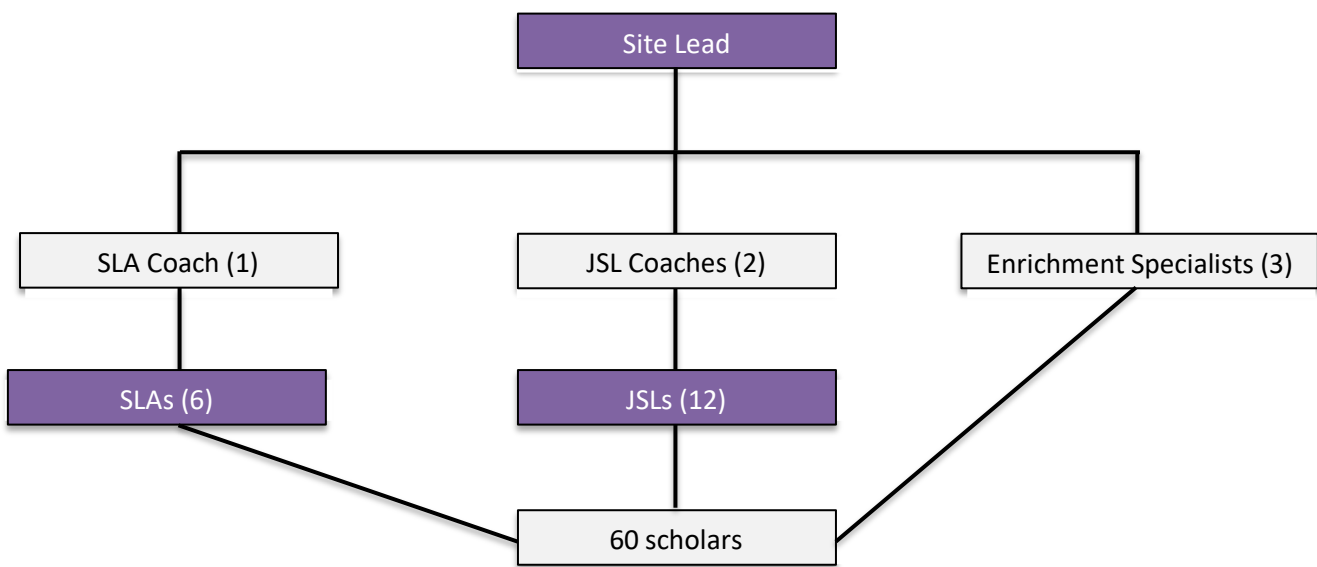
1) *Gains in Early Literacy Skills:* Students in grades 1-3 increased their reading ability by an average of 2.29 levels in the Friends on the Block Literacy Curriculum, an early literacy intervention (a 33% increase from level 6.96 to 9.25 in five weeks). This increase was statistically significant for students across virtual and in person programming and students with higher or lower pretest scores. Students with higher pretest scores increased an average of 1.7 levels, and students with lower pretest scores increased an average of 2.6 levels.

2) *Increase in Positive Racial Identity:* Elementary students were given a pictorial self-report scale of ten items in which they could comment on their attitudes on racial identity, reading, schoolwork, effort, adults, and knowledge of Black books and history. They reported increases in all ten items from before to after FSLA. There were statistically significant increases in the total score on knowing books about Black people, learning about the successes of Black people, and doing the best work they can at school. Correlations among these attitudes were calculated before and after FSLA. Before FSLA, high ratings on the item, “I am Happy I am Black/Brown” were significantly correlated with high ratings on “Adults Care about Me.” After FSLA, high ratings on “I am Happy I am Black/Brown” were significantly correlated with high ratings on “I do the Best Work That I Can at School,” “I am Special,” and “I Know Some Books Written about Black People.” This pattern suggests that after FSLA, Black early elementary students associate being Black/Brown with hard work, being special, and knowledge of their racial heritage.

[2022 Freedom Schools Literacy Academy Report](#)

[2022 Freedom Schools Literacy Academy Video](#)

SITE-BASED STAFFING MODEL (PER SITE)



BUDGET

The budget below represents the program’s costs. The number of weeks for staff includes 4 weeks of programming, plus 2 weeks of training for site leads and coaches and 1.5 weeks of training for SLAs and JSLs.

Staffing					
Staff	Hours (/Wk)	Weeks	Rate (Each)	Pay (Each)	Total
(1) Site Lead	7hrs/10 days	7.5hrs/20 days	45.00	9,900.00	9,900.00
(1) SLA Coach	7hrs/10 days	7.5hrs/20 days	35.00	7,700.00	7,700.00
(2) JSL Coach	7hrs/10 days	7.5hrs/20 days	35.00	7,700.00	15,400.00
(7) SLAs	7hrs/7 days	7.5hrs/20 days	20.00	3,980.00	27,860.00
(12) JSLs	7hrs/7 days	7.5hrs/20 days	11.00	2,189.00	26,268.00
FSLA Recruiter	n/a	n/a	n/a	1,500.00	1,500.00
(23) Staffing Total for 1 Site					88,628.00
(69) Staffing Total for 3 Sites					265,884.00
Program Expenditures					
				Est. Amounts	Est. Totals
Enrichment Specialists				3	11,270.00
Trips				3	5,000.00
Buses				6	10,000.00
Supplies				n/a	2,000.00
Curriculum				n/a	500.00
Training				2 weeks	5,000.00
Data & Evaluation					4,800.00
Panelists Fee				n/a	1,136.00
Technology Support					2,250.00
Expenditures Total for 1 Site					41,956.00
Expenditures Total for 3 Sites					125,868.00
In-Kind Expenses					
Facility					55,000
Meals					25,000
In-Kind Expenses Total for 1 Site					80,000
In-Kind Expenses Total for 3 Sites					240,000.00
Total Costs for 3 Sites (Staffing + Program Expenditures + In-Kind Expenses)					631,752.00
Total Costs for 3 Sites (Staffing + Program Expenditures, Excludes In-Kind Expenses)					391,752.00
SDP Contribution for 3 Sites					369,000.00
CBED-Absorbed Costs for 3 Sites (After SDP Contribution, Excludes In-Kind Expenses)					22,752.00

Exhibit “A” Part 2

***School District
Request for Proposals
NG10265***

ACT 158 Industry Recognized Credentials Services

(redacted)

The Request for Proposals (the “RFP”) consists of:

1. The School District of Philadelphia Request for Proposals, ACT 158 Industry Recognized Credentials Services; and
2. Addendum #1 to RFP NG10265;

each as redacted, attached to and incorporated in this Exhibit “A” Part 2 on the following pages.

THE SCHOOL DISTRICT OF PHILADELPHIA

REQUEST FOR PROPOSALS

ACT 158 Industry Recognized Credentials Services

Competitive RFP Number: NG10265

Proposals Due No Later Than:

May 16, 2023 11AM EST

MISSION STATEMENT

The Office of Procurement Services assists School District schools, academic and education support offices in procuring the highest quality goods and services at competitive prices. We seek to procure these goods and services from reputable and responsible suppliers in accordance with applicable laws of the Commonwealth of Pennsylvania, and the policies of Board of Education and The School District of Philadelphia.

The Office of Procurement Services is committed to ensuring that we implement our business practices with the highest degree of professional ethics, integrity and competence. We provide superior customer service, implementing and utilizing procurement best practices. We build solid business relationships with our vendors, utilizing the latest technological advances. We provide continuing education opportunities to our professional staff, networking with other procurement professionals. We engage in continuing advocacy for small business development, by increasing the number of minority and women-owned businesses who are awarded contracts with the School District.

We accomplish our mission by ensuring that employees, suppliers and business associates work together in an ethical, efficient, professional and respectful manner.

ISSUED BY:

Throne Cropper
Executive Director, Office of Procurement Services
The School District of Philadelphia
440 N. Broad Street, Third Floor
Philadelphia, Pennsylvania 19130
215.400.██████ (office)
215.400.4381 (facsimile)
www.philasd.org/purchasing

ISSUE DATE: April 20, 2023

REQUEST FOR PROPOSAL (RFP) NG10265

Table of Contents

INTRODUCTION	5
INTENT	5
BACKGROUND	6
APPENDICES	6
APPENDIX A: SCOPE OF SERVICES	8
APPENDIX B: SUBMISSION INSTRUCTIONS	12
Submission Address.....	12
Proposal Due Date	12
Number of Copies	12
Contact for Questions Regarding this Solicitation.....	12
Pre-proposal Conference.....	12
Bid Opening	13
Schedule	13
APPENDIX C: PROPOSAL FORMAT	14
Section 1: Proposer Organization and Signature	14
Section 2: Experience of the Proposer	14
Section 3: Capacity	14
Section 4: Plan of Work.....	14
Section 5: Pricing.....	14
Section 6: Subcontractor Data	14
Section 7: Financial Data	15
Section 8: Appendices and Addenda	15
APPENDIX D: EVALUATION CRITERIA	17
Proposal Evaluation	17
Evaluation Criteria	17
Proposal Rejection	18
PROCUREMENT VENDOR COMPLIANCE ACKNOWLEDGEMENT FORM	29
APPENDIX F: THE COMPETITIVE PROCESS	31
Other Requirements of the Contract.	35
APPENDIX G: AGREEMENT FOR SERVICES AND STANDARD TERMS AND CONDITIONS	37
Agreement for Services.....	37
APPENDIX H: SIGNATURE PAGE	66
APPENDIX I: EQUAL OPPORTUNITY IN HIRING	67
APPENDIX J: NON-COLLUSION AFFIDAVIT	68
Non-Collusion Affidavit	69
APPENDIX L: VENDOR CODE OF ETHICS	71
APPENDIX M: VENDOR TAX COMPLIANCE POLICY	72
APPENDIX N: PRE-PROPOSAL CONFERENCE	77

REQUEST FOR PROPOSAL (RFP) NG10265

APPENDIX O	78
1. NETWORK SPECIFICATIONS.....	78
2. DELIVERY MODEL.....	79
2.1. Hosting	79
2.2. Delivery Model Cost Breakdown (illustrative example only – include all costs, fees and resource needs that must be assumed by the District for the proposed solution(s)).....	80
• HARDWARE, SERVER AND/OR SOFTWARE ACQUISITION COSTS	80
• INSTALLATION COSTS.....	80
• APPLICATION LICENSING FEE(S).....	80
• DATABASE LICENSING FEE(S).....	80
• MAINTENANCE COSTS FOR HARDWARE AND/OR SOFTWARE	80
• MAINTENANCE COSTS FOR DATABASE(S).....	80
• TECHNICAL SUPPORT FEE(S)	80
• TRAINING EXPENSES.....	80
• COSTS FOR VENDOR HELP DESK OR CUSTOMER SUPPORT CENTER.....	80
• VENDOR PROGRAMMING PERSONNEL COSTS (ESTIMATE): <i>HRS. X \$/HR. = TOTAL</i>	80
• VENDOR CONSULTING SERVICES COSTS (ESTIMATE): <i>HRS. X \$/HR. = TOTAL</i>	80
• SCHOOL DISTRICT OF PHILADELPHIA IT PERSONNEL MAINTENANCE RESOURCES (ESTIMATE): <i>HRS.</i>	80
• 3 RD -PARTY SOFTWARE EXPENSES.....	80
• DISASTER RECOVERY AND/OR BUSINESS CONTINUITY EXPENSES.....	80
• OTHER COSTS OR EXPENSES (E.G INPUT DEVICES, CONSUMABLES, SSL CERTIFICATES, ONLINE STORAGE, OFFLINE BACKUP/ARCHIVAL ETC.).....	80
3. DATA PROTOCOLS.....	80
3.1. Data Ownership	80
3.2. Compliance.....	81
3.3. Data Interchange	81
4. APPLICATION INTEGRATION	81
4.1. Overview	81
4.2. Web-based Standards, Client Software and Application Components	82
✓ IN GENERAL, APPLICATIONS THAT WILL BE USED INTERNAL AND EXTERNAL TO THE DISTRICT (SCHOOLS, ADMINISTRATIVE OFFICES, AND/OR STAFF/STUDENT/PARENT HOMES) MUST BE WEB-BASED AND ENTIRELY CLIENT PLATFORM/WEB BROWSER AGNOSTIC.	82
✓ THE DISTRICT’S STANDARD SUPPORTED WEB BROWSER CONFIGURATIONS ARE GOOGLE CHROME, MOZILLA FIREFOX, APPLE SAFARI, MICROSOFT INTERNET EXPLORER, AND MICROSOFT EDGE. THE SCHOOL DISTRICT’S MINIMUM WEB BROWSER SPECIFICATIONS CAN BE FOUND HERE: HTTPS://WWW.PHILASD.ORG/ITHELPDESK/MINIMUM-BROWSER-REQUIREMENTS/	82
4.3. Google Workspace for Education (formerly, “G-Suite for Education”).....	83

REQUEST FOR PROPOSAL (RFP) NG10265

4.4.	Application Portal Integration, Identity Federation and Single Sign-On (SSO) .	83
4.5.	Web Services and Application Programming Interfaces (APIs).....	84
4.6.	E-mail & Calendaring Services.....	84
5.	SUPPORT AND SERVICE LEVEL AGREEMENTS	85
5.1.	Deployment, Administration, Configuration and Maintenance Requirements ...	85
5.2.	Systems Redundancy / Data Archival / Disaster Recovery.....	85
5.3.	Data Controls / Audits.....	85
5.4.	Availability / Service Level Credits.....	86
5.5.	Training and Documentation.....	86
	VENDOR SHOULD IDENTIFY ANY/ALL DOCUMENTATION THAT EXISTS FOR END USERS, ADMINISTRATORS AND DEVELOPERS, AS APPLICABLE.....	86
6.	MISCELLANEOUS	86
6.1.	Security	86
	Vendor should provide a detailed overview of the proposed solution or application's use of security in relation to server/infrastructure hardware, user logins, authentication methodology, etc.....	86
	Remote support tools that require inbound firewall exceptions (e.g. Teamviewer, LogMeIn, etc) will not be permitted. All remote support must be delivered via a collaboration tool where a District staff member must initiate the session and said staff member can grant/revoke support staff any remote control privileges (e.g. Zoom, Google Meet, WebEx, etc).....	86
6.2.	Technical Environment Requirements	86
6.3.	Implementation, Deployment and Transition Requirements	86

INTRODUCTION

The School District of Philadelphia (the “School District”) issues this Request for Proposals No. NG 10265 (the “RFP”) to seek proposals (“Proposals”) from qualified suppliers to provide ACT 158 - Industry Recognized Credentials services to the School District.

This RFP includes and incorporates Appendices A – O; please review each Appendix carefully.

The Department of Pathways to Graduation prepares and connects all students to quality and equitable experiences that allow them to gain the necessary skills, education, credentials, and activities needed to develop a competitive portfolio while working towards graduation pathways and postsecondary success.

The MWBE participation range for this solicitation is 10-15%. For more information, see Appendix E.

For purposes of this RFP, “Persons” include corporate and other entities receiving this RFP, who may contemplate submitting a Proposal; “Proposers” means Persons who properly and timely submit a Proposal; and “Contractor” means a Proposer who has executed and delivered a definitive Contract to carry out some or all of the work set forth in this RFP and its Proposal.

INTENT

The School District of Philadelphia (SDP) seeks to offer students who are enrolled in non-CTE programs in High School (grades 9-12) an opportunity to gain industry recognized credentials through state-approved pre-apprenticeship programs, and/or career training opportunities (career awareness, preparation, and immersion).

Directly aligned to Pennsylvania’s Department of Education (PDE) implementation of the Graduation Pathways, the aforementioned requests will support students in pathways IV & V. Our ultimate goal is to have a menu of District approved credentials and professional training opportunities that align with industry standards and requirements available for students to earn while they are building the necessary middle skills (blend of education and technical training) and a competitive portfolio that they will have upon graduation.

A key component of this is to provide educators with ongoing support for administering aligned credentialing assessments and/or training space to administer the required training and assessment to measure competence in core content and performance standards in a specific set of work-related tasks. The work-related tasks and assessment must connect with workforce demands and must require some formal training.

We would use data and feedback collected to improve the student experience and outcomes. Timely and accurate assessment data also supports our accountability efforts, including monitoring our progress toward The Board of Educations’ ultimate goal of every student will graduate ready for college and careers.

Please see the list of Approved Non-CTE industry credentials below:

<https://docs.google.com/document/d/1tJsFQbXqSnDbY75-qqiike9eVI0rcQ6UywgDzbhkJnbc/edit?usp=sharing>

Term of Contract and Renewals

The School District anticipates that the definitive Contract or Contracts with one or more successful Proposers will run from August 1, 2023 until June 30, 2025 with two 1-year renewal options. The Parties

will set forth conditions for payment the definitive Contract or Contracts. The School District reserves the right to extend Contracts on a year-to-year basis.

BACKGROUND

The School District exists as a body corporate and political subdivision, and a separate and independent home rule school district of the first class, established in Article XII of the Philadelphia Home Rule Charter, 351 Pa. Code, § 12.12-100 *et seq.*, under the authority of the First Class City Public Education Home Rule Act, Act of August 9, 1963, P.L. 643, codified at 53 P.S. § 13201 *et seq.*

A nine (9) member Board of Education (the "Board") governs the School District. The Board exercises all powers and duties of a board of school directors under the Pennsylvania Public School Code, including those applicable to school districts of the first class. The School District functions under the Pennsylvania Public School Code, 24 P.S. § 1-100 *et seq.*, and provides the full range of education services contemplated by statute. These include general, special and vocational education at the elementary and secondary levels, as well as related supportive services. The School District also provides preschool services in response to the needs of the community. The School District employs approximately 17,000 employees at over 225 locations, including more than 200 schools, and 3 administrative sites.

The School District now enrolls over 125,000 students and serves a total of approximately 200,000 students City-wide, including charter school and nonpublic students.

The Superintendent, William R. Hite, Jr., Ed.D., serves as chief executive of the School District. As such, Dr. Hite bears the responsibility for the administration and operation of the public school system and the supervision of all of its matters, subject to the policies and direction of the Board.

APPENDICES

Appendices A-O attached to this RFP serve the following purposes.

1. **Appendix A: Scope of Services** describes the School District's needs and requirements for services and materials, as outlined by the School District program office requesting Proposals through this RFP.
2. **Appendix B: Submission Instructions** sets forth information about the timeline of the competitive process and the requirements for successfully submitting a Proposal under this RFP.
3. **Appendix C: Proposal Format** describes the required components and formatting of your Proposal.
4. **Appendix D: Evaluation Criteria** sets forth the general methodology for evaluating Proposals under this RFP.
5. **Appendix E: Range of Participation** sets forth the School District's policies for procuring maximum opportunities for participation of minority and women owned business enterprises under this RFP.
6. **Appendix F: Terms of the Competitive Process** sets forth the terms and conditions governing the competitive process for this RFP and your Proposal.
7. **Appendix G: Agreement for Services and Standard Terms and Conditions** sets forth the basic legal forms for any Contract resulting from this RFP; the Contract will consist of the Agreement for Services, including any exhibits referenced therein, and the Standard Terms and Conditions, as well as pertinent sections of this RFP and your Proposal.

REQUEST FOR PROPOSAL (RFP) NG10265

8. **Appendix H: Signature Page**, when signed, confirms that the Proposer makes an offer to the School District under this RFP.
9. **Appendix I: Equal Opportunity in Hiring, when** signed, confirms that the Proposer has committed to equal opportunity in its business operations as a condition of its business relationship with the School District.
10. **Appendix J: Non-Collusion Affidavit**, when signed, confirms that the Proposer will not collude with others in submission of Proposal, establishment of its best price, or performance of any ensuing Contract.
11. **Appendix K: Cooperative Purchasing**, when signed, indicates that Proposer will make the economic and other benefits of its Proposal available to other potential government purchasers.
12. **Appendix L: Vendor Code of Ethics, when** signed, confirms that the Proposer agrees to comply with the School District's Code of Ethics as detailed therein.
13. **Appendix M: Vendor Tax Compliance Policy** details compliance requirements associated with the Proposer's responsibility to pay its tax obligations to The City of Philadelphia and Commonwealth of Pennsylvania on a current basis.
14. **Appendix O: Technology Specifications** details the district's minimum requirements for technology components as applicable to the scope of work.

APPENDIX A: SCOPE OF SERVICES

SDP seeks organizations, companies, accredited colleges and universities, state-approved pre-apprenticeship programs, and/or career training facilities who offer formalized Career Development opportunities for High School Students. These comprise workshop series, training or formal education programs, intend to help students improve their workforce competencies, knowledge, and effectiveness and result in an industry-recognized credential in various fields including, but not limited to:

STEM, Healthcare, Education, Trade Unions, Information Technology, Urban Development, Logistics, Transportation, Hospitality, etc.

We are also interested in identifying organizations that provide additional support through on-going training, information sessions, and other professional development to educators who directly support student learning.

Tasks/Timeline

Details about SDP's requirements for each component and what information should be included for a complete proposal are in the sections below.

Career Awareness: Activities that expose students to the world of work via multiple opportunities to see how their passions and interests can connect to careers, while beginning to build workforce skills such as collaboration and critical thinking. **[High School]**

- **Career Development** – Workshop series, training or formal education intended to help students improve their workforce competencies, knowledge, and effectiveness.
 - **Duration: 1 to 5 days, and should be continuous.**

Career Preparation: Activities that provide students with hands-on exposure to industry and scaffolded opportunities for skill development. Youth learn about careers through working experiences and technical skill training, while practicing the steps to acquire a job, such as resume development or interview practice. These activities can be classroom, community- or site-based. **[High School]**

- **Work-based Learning (WBL)** - Includes any carefully monitored work experience or project-based learning at a worksite, during which a student has purposeful goals and reflects actively on what he/she is learning throughout the experience. Any work-based learning should include opportunities for youth to develop technical skills, while also getting a broad overview of the career area.
 - **Duration: 1 day to 6 weeks to a year or more.**
- **Industry Recognized Credential** - Industry-recognized credentials **measure competence in core content and performance standards in a specific set of work-related tasks.** The work-related tasks and assessment must connect with workforce demands.
 - **Duration: Course can last up to 8 weeks or more.**

Career Acquisition and Launch: Connects youth to next steps for career pathways via degree programs, apprenticeships, and other opportunities to earn and learn; as well as support for getting, retaining, and advancing in a job. **[High School + Postsecondary]**

- **Pre-Apprenticeship Pathways** - Formal, structured employment that is approved by the State and includes on-the-job learning, continued education, and mentoring, with career growth opportunities based on time or skill development.
 - **Duration: Course can last up to 8 weeks or more (pipeline programs welcome)**

REQUEST FOR PROPOSAL (RFP) NG10265

- **Postsecondary Education** - Continued learning through a college, university, or advanced training program that leads to a credential such as a certificate, license, or degree to be eligible for higher skilled employment opportunities.
 - **Duration: varies depending on credential requirements.**

Supporting Activities: Help the District, City, and Employers collaborate on career specific tasks and education while helping students gain real-world experiences that help them make better informed decisions as it relates to future and in-demand careers and jobs. **[Middle School + High School + Postsecondary]**

All credentials and programs must be approved by either SDP, PDE, and/or State of Pennsylvania.

Where Will the Work Be Done?

The vendor should be able to provide this service either: virtually (instructor-led or self-paced), in-person during the school day or after school (at the school), or at an off-site training facility. Please note: if it is a virtual program it has to meet the requirements below in the technology section.

Success Defined

The number of non-CTE students who successfully complete an industry aligned and approved training program **and** earn one (or more) industry-recognized credential within a specified timeframe.

Targeted Population

The vendor should have the capacity to support the District in assessing a large and diverse student population including but not limited to our Alternative Education, English Language Learner, and Special Education students.

The District will use various assessment tools for its District-managed K-12 schools as well as Alternative Education schools to identify interested students and/or schools.

In addition, assessments should be appropriate for a diverse student population. Please describe how the product is appropriate for various subgroups, including how they were factored into item creation:

- Male
- Female
- White
- Black
- Latinx
- Asian
- Native American
- Multi-Ethnic
- Economically Disadvantaged
- Students with IEPs
- English Language Learners

To access data regarding SDP's student populations please visit the following link:

<https://schoolprofiles.philasd.org/>

English Learners

There are more than 21,000 English Learners across the district which is approximately 19% of our student population.

REQUEST FOR PROPOSAL (RFP) NG10265

More than 100+ languages are spoken by English Learners in the School District, and **51%** of our English Learners speak Spanish. **The 9** languages most commonly spoken by ELs are currently Spanish, Portuguese (i.e. Brazilian Portuguese), Chinese (Mandarin), Arabic, Russian, Uzbek, Vietnamese, Ukrainian, and Khmer.

If applicable, identify areas of deficiencies in the tool for English Language Learners which would need to be supplemented.

Special Education Students

Describe the accommodations the product offers for students with disabilities, which comprise about 18% of our total special education student population.

List the accessibility features included in the program or product to support students with disabilities, but not limited to assessments of students' interests, aptitudes, and abilities, while learning about various career pathways. WBLE should be designed to increase the likelihood of employment as they transition to adulthood, to help teach workplace readiness skills, support state initiatives such as State Performance Plan Indicators 13 & 14 and Workforce Innovation and Opportunity Act (WIOA).

Assessment Bias and Fairness

Provide evidence that the aligned assessments do not bias demographic groups referenced above (e.g., gender, ethnicity). Examples of evidence include but not limited to:

- Multi-group Confirmatory Factor Models
- Multiple-Indicators, Multiple Causes Model (MIMC)
- Differential Item functioning (DIF)

Deliverables (If applicable)

Data Reports

SDP requires the different levels of reporting listed below.

- Industry aligned reports, Annually
- District Level Reports, Annually
 - Student Growth Percentile Reports
 - Impact Reports
- Network/region level reports, Semi-annually
- School Level Reports, Quarterly
 - Teacher/Classroom Level Reports, Monthly
 - Student Level Reports, as requested

Vendor will work with SDP to deliver data in a format that meets the District's specific requirements, including technical specifications.

The vendor may be asked to provide raw data (e.g., Excel or PDF) extracts to the District for all students assessed. Data extracts should include test descriptives such as time/date stamps, length of time, etc., as well as student performance data and any associated scores or grouping.

The vendor should provide detailed information regarding automated, secure data transfer to the District's specifications. Should development be required, the vendor should provide detailed description of custom development required and timelines.

REQUEST FOR PROPOSAL (RFP) NG10265

Professional Development

Provide a customized professional plan grounded in scholarly research and adult learning theory that equips staff and educators with the ability to understand assessment data and respond to it with targeted instruction. The plan should include details related to:

- Recommended topics for live synchronous learning, sequencing of topics, and time allocations
- Recommended topics for ongoing training
- Asynchronous training tools to support ongoing learning
- Solutions for training educators
- Adaptations for virtual professional learning
- Plan for ensuring sufficient high-quality facilitators to train relevant District employees (either your facilitators or a train the trainer model for District employees to train one another)

Provide the following artifacts:

- Sample session plan, slide deck, and supplemental training materials for either a live/virtual/synchronous training for your product
- Post-survey results from participants
- Teacher-facing guidance documents (i.e., screenshots and directions for completing a task)

Instructional Resources

If the credential requires a teacher leader or support, SDP will require the product to support educators in providing students with high-quality instruction. Describe the types of instructional resources required and/or the levels of support offered that are bundled with the tool to assist teachers who need additional resources to facilitate closing an achievement gap. Please share how these resources will lead to students' mastery of the aligned content, and the independent research that supports this claim with evidence.

Other requirements

Proposals should include a staffing plan for supporting the implementation of the assessment program, if applicable. For example, will there be a dedicated support person/implementation manager for SDP? Can personnel receive free support through a website or person?

A customer assistance and technical support call center, or point person should be available during the school district hours (7:30am-5:00pm) on Monday through Friday. Calls must be answered by a real person, not an automated machine.

Sufficient personnel resources must be available for implementation projects. Vendor employees should include accomplished educators, experienced implementation consultants, data coaches, skilled computer technicians, a knowledgeable product development team, a team of psychometricians experienced in the technical aspects of test design and analysis, and other experts who hold advanced degrees in their fields.

Vendors should have experience working with SDP and/or other large districts and/or organizations will be considered before those vendors who do not.

APPENDIX B: SUBMISSION INSTRUCTIONS

Submission Address

Online Proposal Submission Address

<https://www.philasd.org/procurement/oracle-supplier-portal/>

For Physical Copies and Samples (only when specified in this document)

Office of Procurement Services
The School District of Philadelphia
440 N. Broad Street
3rd Floor, Portal A
Philadelphia, Pennsylvania 19130

Proposal Due Date

Proposers must upload or physically deliver Proposals in response to this RFP to the Office of Procurement Services by **11AM EST, May 16, 2023** or the School District shall deem the Proposal non-responsive. Failure to meet this deadline may result in immediate disqualification.

Number of Copies

Proposers must submit responses to this RFP via the online supplier portal in the School District of Philadelphia's Oracle ERP system. Registration instructions and information on how to use the portal are available at <https://www.philasd.org/procurement/oracle-supplier-portal/>.

Contact for Questions Regarding this Solicitation

Proposers may submit questions and request clarifications about this RFP, in writing via email, to the contact person listed below. The School District will provide its responses to all questions and inquiries we receive to all prospective proposers who received the original RFP, and to all other organizations who request our responses in writing.

Pascal Marcellus

Office of Procurement Services
The School District of Philadelphia
440 N. Broad Street
Philadelphia, Pennsylvania 19130-4015
[REDACTED]@philasd.org
215-400-[REDACTED]

Pre-proposal Conference

The School District will hold a pre-proposal conference at the location listed below, at the date and time listed in the schedule, below, in this section. This meeting offers a chance for prospective Proposers to discuss the requirements of the RFP, obtain clarification regarding the documents, and request changes from the program office and Procurement Services.

Note: Due to Covid-19 virus measures, pre-proposal conferences will be held virtually until further notice.

Location

The School District of Philadelphia
440 N. Broad Street
Philadelphia, Pennsylvania 19130-4015
Floor and Room No. N/A
Online Video Call Link:



Bid Opening

The School District will hold a public bid opening at the location listed below, at the date and time listed in the schedule, below, in this section. This meeting offers a chance for prospective proposers to obtain the list of respondents to the RFP.

Note: Due to Covid-19 virus prevention measures, pre-proposal conferences will be held virtually until further notice.

Location

The School District of Philadelphia
440 N. Broad Street
Philadelphia, Pennsylvania 19130-4015
Floor and Room No. N/A
Online Video Call Link:



Schedule

<u>Event</u>	<u>Date/Time</u>
• Deadline for Questions	04/26/2023 5PM EST
• Pre-Proposal Conference	05/04/2023 11AM EST
• Bid Opening/Proposal Due Date	05/16/2023 11AM EST
• Oral Presentations (if required)	TBD
• Anticipated Date of Board of Education Approval	06/29/2023
• Anticipated Date of Commencement of Services	08/01/2023

APPENDIX C: PROPOSAL FORMAT

To expedite the evaluation of each Proposal, the School District requires that all Proposers organize their Proposals as described in this section. Proposers must key their Proposals to this format, using the same numbering and headings. Proposers must address each item in the sequence shown below. Proposers may further break down this format if required to present items in a more detailed manner, or to enhance the understanding of the Proposal. Proposers must submit Proposals on 8-1/2" x 11" paper. Proposers should prepare Proposals in a simple and concise manner, with precise and clear presentation of all information.

Section 1: Proposer Organization and Signature

This section of the Proposal must include the following:

- A. the full, correct legal name, and ownership of the Proposer organization, the mailing address of Proposer's headquarters, and its telephone number. The Proposal must also include the Proposer's ownership history and experience;
- B. the name and title, phone number and email address of the individual at the Proposer responsible for providing any additional required information relating to the Proposal;
- C. the completed and signed Signature Page, in the form included below in this RFP as Appendix H, which includes:
 1. the signature, name and title, address, telephone number and email address of the principal of the Proposer organization, who has due authority to sign the Proposal and the ensuing Contract, if any; and
 2. the Proposer's Federal Tax ID Number and DUNS number.

Section 2: Experience of the Proposer

Describe the Proposer's experience with this type of work, including with school districts and with clients in Philadelphia, as applicable.

Section 3: Capacity

Describe the Proposer's capacity to perform this work, including number of personnel, equipment and infrastructure, as applicable.

Section 4: Plan of Work

Describe the Proposer's plan of work to perform this work, including planning, implementation, reporting, trouble-shooting, *etc.*

Section 5: Pricing

Detail the Proposer's pricing for this work, as detailed here or in the Scope of Services.

Section 6: Subcontractor Data

Identify all subcontractors the Proposer plans to use, and describe their specific roles and responsibilities, and the experience and background of key personnel. The school District reserves the right to approve or disapprove any subcontractors that the Proposer engages or plans to engage.

Section 7: Financial Data

The Proposer must submit audited financial statements for the past three calendar or fiscal years.

Joint Ventures. The School District will consider Proposals from joint ventures organized for the specific purpose of offering the services under this RFP, provided the joint venture satisfies the School District as to its ability to perform as required under this RFP and any awarded Contract. At a minimum, the School District will require the following as part of any Proposal by a joint venture:

1. Written evidence of joint venture status, *i.e.*, a copy of the joint venture agreement;
2. The identity by name and principal address of all joint venture participants;
3. The identity of the venturer who has day-to-day responsibility for administering the Contract, if awarded;
4. Evidence that the venturer having day-to-day responsibility for administering the Contract has prior satisfactory operations experience;
5. Complete information as to each venturer's obligation and commitment to other co-venturers with regard to the Contract, if awarded;
6. Complete description of prior relevant experience, including references (names, addresses, and telephone numbers);
7. Proof of financial responsibility;
8. Information as to contract administration responsibility in the event that the venturer identified in Item 3 above withdraws from the enterprise before Contract award or termination.

Section 8: Appendices and Addenda

The Proposer must include the following appendices in its Proposal, with all required signatures:

1. Participation Plan Form, included in Appendix E;
2. Appendix H: Signature Page;
3. Appendix I: Equal Opportunity in Hiring;
4. Appendix J: Non-Collusion Affidavit;
5. Appendix K: Cooperative Purchasing;
6. Appendix L: Vendor Code of Ethics; and
7. Tax Clearance Form, as stipulated in Appendix M

Proposers must also sign and submit with their Proposal any School District RFP addenda sent during the RFP process.

The School District considers and designates as confidential and proprietary all information provided by the School District to prospective Proposers and Proposers, which information Proposers and prospective proposers may use solely for evaluating and responding to this RFP. Prospective proposers and

REQUEST FOR PROPOSAL (RFP) NG10265

Proposers may not and shall not disclose or release any of this information outside the prospective proposer's or Proposer's organization without written permission from the School District. The School District cannot guarantee the protection of any confidential or proprietary information provided by any Proposer.

APPENDIX D: EVALUATION CRITERIA

The School District will evaluate all Proposals submitted in response to this RFP through a School District or multi-disciplinary evaluation committee. The Evaluation Criteria in this Appendix D set forth the specific criteria the School District will use to evaluate Proposals. The School District will consider each measure included in the checklist, but the School District reserves the right and discretion to determine the different weights assigned to each criterion.

The School District will select the Proposer or Proposers for recommended award of a Contract or Contracts for the work, based on the School District's evaluation and discretion as to the best qualified Proposer or Proposers whose Proposal or Proposals best meet the needs of the School District as set forth in this RFP, and which constitute the best value to the School District, as determined in the School District's sole discretion.

Proposal Evaluation

The School District will base scoring on information including, but not limited to, the Proposer's Proposal documents, references, interviews, product demonstrations, and site visits. The evaluation team shall be under no obligation to contact Proposers for clarification of Proposals, but the School District reserves the right to do so at any time prior to execution and delivery of a Contract or Contracts.

Evaluation Criteria

The School District will evaluate Proposals on the criteria listed below and the ability of the Proposer to satisfy the requirements of this RFP in a cost-effective and efficient manner. Factors include, but are not limited to, the following:

Criteria	Brief Description	Percentage Weight
Experience	Does the firm have substantial experience in this industry and sector? Have they provided services to K-12 institutions similar to the School District? Have they provided services in a similar format, within a similar time frame, with similar populations, etc.?	20%
Capacity	Does the firm have the resources in personnel, equipment, certifications, infrastructure, etc., to perform the services within a reasonable timeframe and at a high standard?	30%
Plan of Work	Has the firm detailed an approach to the work that is comprehensive and shows an understanding of the scope and of the School District?	25%
Pricing	Is the pricing proposal competitive, detailed and in line with the scope of services?	15%

REQUEST FOR PROPOSAL (RFP) NG10265

MWBE Inclusion	Has the firm met or exceeded the MWBE inclusion goals set forth for this solicitation?	10%
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Proposal Rejection

The School District reserves the right to reject any and all Proposals.

APPENDIX E: ANTI-DISCRIMINATION POLICY

The School District, under the governance of the Board, seeks to ensure equal opportunity in all contracts let by the School District. To meet this goal, the School District issues this RFP under the Anti-Discrimination Policy adopted by the School Reform Commission on November 14, 2007 (the "Policy"). The Policy's fundamental requirements include the mandate that all contractors serving the School District provide a full and fair opportunity for the participation of Minority and Woman-Owned firms ("MWBEs") in the performance of the Contract. The ranges of participation established by the School District represent meaningful and substantial participation for this work, based upon the availability of bona fide MWBE firms in the Philadelphia Metropolitan Statistical Area. The range of participation for this RFP is:

MWBE Range: 10-15%

The School District may amend or adjust this range of participation. The School District will announce any change at the Pre-Proposal Conference, if any, see Appendix D, Section C., to this RFP, and will also post any change on the Procurement Services website.

The School District has contracted with the Office of Economic Opportunity ("OEO") of The City of Philadelphia to establish ranges of participation for RFPs and other procurements, which serve as a guide in determining each Proposer's responsibility and responsiveness. These ranges represent the percentage of MWBE participation that a contractor should attain in the available market, ready and able to provide the services required by the procurement, absent discrimination in the solicitation and selection of these businesses. These participation ranges serve as a material guide in determining Proposer responsiveness and responsibility. These ranges are based upon an analysis of factors such as the size and scope of the RFP Work and the availability of certified MWBE's to perform various elements of the Work. The School District has attached its **MWBE Participation Plan form and corresponding instructions to this RFP, below**. Proposers must carefully review and complete the Participation Plan. The School District considers submission of a Participation Plan with Proposals under this RFP to constitute a material element of responsiveness and responsibility. Failure to submit a Participation Form can result in rejection of your Proposal.

All questions about the Anti-Discrimination Policy and compliance requirements should be directed to the **Office of Small Business Development at (215) 400-██████**.

The School District's Anti-discrimination Policy applies to all School District and Intermediate Unit contracts, as designated by the School District and approved by the Board, including but not limited to, contracts for the design, development, construction, operation and maintenance of school buildings and other buildings and structures owned, leased or used by the School District or its contractors, assignees, lessees and licensees (the "Facilities"); contracts for professional services and contracts for the purchase of goods, services, supplies and equipment for the School District and the Facilities. Through adoption and implementation of the Policy, the School District seeks to achieve the objective of better promotion of prime contract and subcontract opportunities for MWBEs, as approved by the School District or certified by the OEO, Southeastern Pennsylvania Transportation Authority ("SEPTA"), or any other certifying agency designated by the School District in its discretion.

The Policy fundamentally requires that all contractors, vendors and consultants who contract with the School District, satisfy the School District that they shall: (i) not discriminate against any person in regard to race, color, religion, age, national origin, sex, ancestry, handicap or disability; and (ii) provide a full and fair opportunity for the participation of MWBEs in the work under School District contracts. Contractors must demonstrate "meaningful and substantial" participation by MWBEs in all phases of a contract, under criteria adopted by the School District. "Meaningful and substantial" means the range of participation that reflects the availability of bona fide MWBEs for the work in the Philadelphia Metropolitan Statistical Area. The School District measures participation in the actual dollars received by MWBEs.

“Minority” as used in this Policy, means:

Black American, *i.e.*, all persons having origins in any of the Black African racial groups;

Hispanic/Latino American, *i.e.*, all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin;

Asian Pacific Island American, *i.e.*, all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and

Native American, *i.e.*, all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

A. Procedures for Implementation

1. Articulation of the Policy, Staffing and Reporting

The School District Office of General Counsel and the Procurement Services' Office of Small Business Development have developed this language for the RFP (the “Solicitation Language”), in order to set forth clearly the objectives of the Policy. School District employees shall include this Solicitation Language in all RFPs and similar procurements, *e.g.*, RFPs. The School District shall publicize and articulate the Policy to the public in general, and to each Person, Proposer, bidder contractor, lessee or licensee doing business with the School District.

The School District may employ additional staff or contract with other public or private entities to assist in the implementation of the Policy. School District staff shall provide the Board with periodic reports on the levels MWBE participation in all contracting activities.

2. Promotion of MWBEs

The School District recognizes the importance of having meaningful and substantial MWBE participation in all contracts. To that end, the School District shall take steps to ensure that it affords to MWBEs a fair and equal opportunity to participate. Those steps may include but are not limited to: (i) making public contracting opportunities; (ii) advertising in newspapers and periodicals published by community-based organizations and MWBEs; and (iii) designing RFP packages in such a way as to promote rather than discourage MWBE participation.

3. Contracting Requirements

Prior to the dissemination of any RFP or other form of public solicitation (a “Solicitation”), the School District shall determine the projected range of MWBE participation in the Work procured (the “Participation Range”), and may include this information, along with the names and addresses of bona fide MWBEs potentially available for contracting or joint-venture opportunities with the Solicitation. Each Proposer shall submit with its Proposal or other form of response: (i) a plan that meets the Participation Range set forth in the Solicitation and lists the names, addresses, dollar amounts and scope of work delegated, subcontracted or otherwise allocated to the MWBE to carry out (the “Participation Plan”); or (ii) a brief narrative explaining its reasons for not submitting a Plan which meets the Participation Range set forth in the Solicitation. Submission of the Participation Plan is an element of responsiveness and failure to submit a completed Participation Plan or a narrative explaining the reasons that the Participation Ranges could not be met may result in the rejection of a Proposal, bid or other form of response. If the Participation Range in a Proposal, bid or other form of response meets or exceeds the level determined by the School District as meaningful and substantial, the School District shall presume the Proposer’s Proposal complies with the Policy. If, however, the proposed Participation Range falls below the meaningful and substantial level, then the Proposer must prove to the satisfaction of the School

District that it did not discriminate in the solicitation of potential subcontractors, joint venture partners or both.

4. Sanctions

The Parties shall incorporate the Proposer's Participation Plan as a part of each Contract between the School District and a Contractor, and the Proposer's Participation Plan shall be enforceable like any other contractual term, covenant or condition, in the manner set forth in the Contract. Sanctions for breach of a Participation Plan shall include, among others, suspension or cancellation of the Contract, and in some cases debarment from future contracting opportunities with the School District.

PROPOSER RESPONSIBILITIES

THE POLICY

The Policy seeks to provide equal opportunity for all businesses and to ensure that the School District does not use its funds, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The School District is committed to fostering an environment in which all businesses freely, fairly and equitably participate in business opportunities, flourish without any impediments of discrimination, and participate in School District contracts and contracting opportunities on an equitable basis. In accordance with the contracting requirements of the School District, the Policy applies to RFPs for supplies, services & equipment, design & construction contracts, and contracts for professional services.

CERTIFICATION REQUIREMENTS

The School District shall credit toward participation ranges only firms certified by an approved certifying agency prior to RFP opening. Approved agencies include OEO, SEPTA, other state and city certification offices, State Departments of Transportation, the Small Business Administration, National and Local Minority Supplier Development Councils; National Association of Women Business Owners, and other identified certifying agencies approved by the School District.

PARTICIPATION CREDIT

MWBE subcontractors and manufacturers and suppliers of products are credited toward the participation range at 100%.

Proposers who utilize indirect contracting with MWBE firms to satisfy the participation range may do so, however indirect participation may not exceed twenty five percent (25.0%) of the requirement.

In order to maximize opportunities for businesses, the School District shall credit a firm certified in two or more categories toward only one participation range, *e.g.*, as either an MBE or WBE, but not both. Proposers should note in their Proposal the category; MBE, WBE, or other, for which the Proposer seeks credit.

For an MWBE submitting as the prime contractor, the School District shall credit toward the participation ranges the value of its own work or supply effort.

In listing amounts committed to on the Participation Plan submitted as part of its Proposal, Proposers should list both the dollar amount and percentage of total RFP Compensation for each MWBE commitment proposed. In calculating the percentage, Proposers may apply the standard mathematical rules in rounding off numbers. In the event of an inconsistency between the dollars and percentages listed on the Participation Plan form, the School District shall use and rely on the amount which results in the greater commitment.

RESPONSIVENESS

Proposers must submit documentary evidence of MWBEs solicited by the Proposer and of those MWBE with whom the Proposer has made tentative commitments.

Proposers shall submit with their Proposals documentation of all Proposer solicitations of prospective MWBEs, regardless of whether tentative mutual commitments resulted, as well as all tentative commitments made prior to Proposal submission, on the document entitled "Participation Plan" form. If the Proposer has entered into a joint venture with a MWBE partner, the Proposer must submit a copy of the joint-venture agreement along with the Participation Plan form.

The School District shall reject as non-responsive all Proposals from Proposers who fail to submit the required information on MWBE participation. Proposers should note that the School District shall credit toward the Participation Ranges only tentative commitments made prior to Proposal submission and listed on the Participation Plan form. Since the School District must ensure that all Proposers respond on equal terms, the School District shall reject as non-responsive a Proposal that indicates that the Proposer will make commitments after Proposal opening.

Upon execution and delivery of a definitive Contract, the completed Participation Plan forms and accompanying documents regarding solicitation and commitments with MWBEs become legally binding as part of the Contract. A Proposer should only make actual solicitations of MWBEs whose work or materials are within the scope of the RFP Work. The School District shall not deem mass-mailing of a general nature as MWBE solicitation, but rather treated these mailings as informational notification only. Prospective Proposers should give all solicited MWBE firms a reasonable period of time to ensure that MWBEs can prepare their quotes adequately and diligently.

The Proposer's listing of a commitment with an MWBE as described on the Participation Plan form constitutes a representation that the Proposer has, prior to Proposal submission, made a tentative commitment to contract with the MWBE firm, on receipt of a Contract from the School District.

PROPOSAL REVIEW

Upon receipt of Proposals for this RFP, the School District shall submit Proposer's Proposal for review to the School District's Office of Small Business Development ("SBD") to determine whether the Proposer has submitted a Proposal that meets the Participation Ranges for MWBE set forth in this RFP. If the Proposal meets these ranges, the School District shall rebuttably presume the Proposer to have met the requirements of the Policy.

Contractors shall maintain MWBE percentage commitments throughout the Term of the Contract; these percentage commitments shall apply to the total Contract value, *i.e.*, the Compensation, which shall include approved change orders and amendments. Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts must be approved by the School District.

ACCESS TO INFORMATION

The SBD unit or its designee shall have the right to make site visits to the Proposer's place of business and job site, and to obtain documents and information from any Proposer, Contractor, Subcontractor, supplier, manufacturer or other contract participant that may be required in order to ascertain Proposer responsibility and responsiveness. Failure to cooperate with the SBD unit in its review shall result in a recommendation to the School District user Department and RFP evaluation team that the School District deem the Proposer not responsible and reject its Proposal.

RECORDS AND REPORTS

REQUEST FOR PROPOSAL (RFP) NG10265

The Contractor shall maintain records relating to its MWBE commitments, *e.g.*, copies of subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs; for a period of at least six years following acceptance of final payment. 24 P.S. § 5-518. The Contractor shall make these records available for inspection by the SBD unit and other appropriate School District officials.

The Contractor shall submit reports and other documentation to the School District as deemed necessary by the SBD unit to ascertain the Contractor's successful discharge of its MWBE commitments.

REMEDIES

The School District deems the Contractor's successful compliance with the requirements of the Policy material to the Contract. Any failure to comply with these requirements constitutes a substantial breach of the Contract. The Contractor understands, acknowledges and agrees that in the event the School District determines that the Contractor has failed to comply with these requirements, the School District may, in addition to any other rights and remedies they may have under the Contract, any bond filed in connection therewith, or at law or in equity, exercise one or more of the following remedies:

- withhold payment(s) or any part thereof until corrective action is taken;
- terminate the Contract, in whole or in part;
- suspend the Contractor from participating in any future School District Contracts for a specified period; or.
- recover as liquidated damages, one percent of the Compensation under the Contract for each one percent, or fraction thereof, of the commitment shortfall. *Note:* the "Compensation", *i.e.*, the total dollar amount of the Contract, shall include approved change orders, amendments, and for requirements contracts shall be based on actual quantities ordered by the School District.

APPEAL PROCESS

Appeal of any action taken under the Anti-Discrimination Policy shall be in writing to the:

Throne Cropper, Executive Director
Office of Procurement Services
The School District of Philadelphia
440 N. Broad Street
Third Floor
Philadelphia, PA 19130-4015

REQUEST FOR PROPOSAL (RFP) NG10265

**THE SCHOOL DISTRICT OF PHILADELPHIA
OFFICE OF PROCUREMENT SERVICES
OFFICE OF MINORITY AND SMALL BUSINESS DEVELOPMENT**

Minority/Women-Owned Business Enterprise (M/WBE) Participation Plan**I. Information in this section refers to the Prime Contractor/Vendor.**

Company Name:		Federal Tax ID:	
Address:		Phone Number:	
City:		State:	Zip Code:
DBA (if applicable):		Fax Number:	
Primary Contact Person:		Primary Contact Email:	
Compliance Contact:		Compliance Contact Email:	
Bid Number:		Bid Submission Due Date:	
Contract Amount:		Contract Overall M/WBE Goal:	
<u>Diversity Business Certification(s):</u> <i>Check all that apply.</i> <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Disabled Owned Business Enterprise (DSBE) <input type="checkbox"/> Veteran's Business Enterprise (VBE) / Certified Service-Disabled Veteran's Business Enterprise (SDVBE) <input type="checkbox"/> LGBT Business Enterprise (LGBTBE) <input type="checkbox"/> None – not applicable			
Authorized Representative Signature:			
Print Name:			
Title:		Date:	
Certifying Agency		Certification No.	

REQUEST FOR PROPOSAL (RFP) NG10265

II. Information in this section refers to the sub-contractors to be used throughout the entire performance of this contract (use Section II of this form multiple times for additional sub-contractors). Include copies of all applicable certification(s).

Company Name:		Federal Tax ID:	
Address:		Phone Number:	
City:		State:	Zip Code:
DBA (if applicable):		Fax Number:	
Primary Contact Person:		Primary Contact Email:	
Compliance Contact:		Compliance Contact Email:	
Description of Services Provided:			
Approximate \$ amount of Subcontract:		Subcontract % of Total Contract Amount:	
<u>Diversity Business Certification(s): Check all that apply.</u> <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Disabled Owned Business Enterprise (DSBE) <input type="checkbox"/> Veteran's Business Enterprise (VBE) / Certified Service-Disabled Veteran's Business Enterprise (SDVBE) <input type="checkbox"/> LGBT Business Enterprise (LGBTBE) <input type="checkbox"/> None – not applicable			
<u>Diversity Business Certification to be used on this contract (select one):</u> <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)			
Diversity Business Certifying Agency: _____			
Authorized Representative Signature:			
Print Name:			
Title:		Date:	

THE SIGNER COMMITS TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER/PROPOSER CONDITIONED ON THE BIDDER/PROPOSER'S EXECUTION OF A CONTRACT WITH THE SCHOOL DISTRICT OF PHILADELPHIA.

REQUEST FOR PROPOSAL (RFP) NG10265

III. Information in this section must be completed by the Prime Contractor/Vendor if the Prime Contractor/Vendor proposes no diversity enterprise commitment.

Bid, RFQ or RFP Number: _____

Best and Good Faith Efforts

The School District's Office of Procurement Services reviews the Prime Contractor's commitments to determine whether the Prime Contractor has made Best and Good Faith Efforts. If the Prime Contractor does not include a sufficient commitment to diverse enterprises in this Bid or RFP proposal, the Prime Contractor shall provide the reasons, and include supporting documentation as evidence. Acceptable supplemental documentation includes, but is not limited to:

1. Contact log and correspondence related to diverse contracting outreach;
2. Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
3. If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
4. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises;
5. Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women- owned business enterprises for this procurement.

Refer to M/WBE Contractor Good Faith Efforts Supplemental Form. Submit additional pages as needed.

The Prime Contractor attests that it submits the following as evidence of its good faith efforts to find and retain certified minority- and women-owned business enterprises in connection with this Bid or Proposal.

Authorized Representative Signature:			
Print Name:			
Title:		Date:	

IV. Key Instructions for completing this form.

1. This M/WBE Participation Plan Form must be submitted with bid response.
2. Use Section II of this form multiple times for each additional sub-contractor.
3. Include copies of all active and current diversity certification(s) for the Prime Contractor and Sub-Contractor, as applicable.
4. The M/WBE Participation Plan Form must be filled out in its entirety or it is void.
5. The Prime Contractor and all Sub-Contractors must sign and acknowledge the form or it is void.
6. The approximate amount or percentage that will be awarded to the Sub-Contractor is per the whole amount from the contract paid to the Prime Contractor.
7. The Prime Contractor must explain if the diversity goal percentage range may not be met in the space provided on (Page 3) and provide evidence of Good Faith Efforts to be reviewed by the Office of Procurement Services before next steps are given. Good Faith Efforts does not excuse meeting the diversity goals set forth.

REQUEST FOR PROPOSAL (RFP) NG10265

PRE-BID M/WBE CONTRACTOR GOOD FAITH EFFORTS SUPPLEMENTAL FORM

RFP#: _____

Project Title/Description:

Bidder/Applicant's Company:			
Authorized Representative:		Title:	
Address:		Phone:	

The Bidder or Prime Contractor has the burden to demonstrate "Good Faith Efforts" to meet the diverse contracting goals. I certify that the following certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the abovementioned project/contract.

List of date, name of M/WBE firm, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each quote requested.

Date Contacted	Certified Firm Name	Firm's Certification(s)	Firm's Contract Person	Method of Contact	Type of Work	Results of Contact (select a letter from below)

To the best of my knowledge and belief, said certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please give the appropriate reasons given by each MBE/WBE firm contacted above.

- A.** Firm agreed to sub-contract and will enter into a formal agreement with the bidder
- B.** Did not have the capability/capacity to perform the work
- C.** Contract too small
- D.** Remote location / No presence in that area
- E.** Received solicitation notices too late
- F.** Did not want to work with this contractor
- G.** Other (give reason)

PROCUREMENT VENDOR COMPLIANCE ACKNOWLEDGEMENT FORM

The Pennsylvania Public School Code authorizes the Board to adopt policies and procedures and to make rules and regulations to manage school affairs and fiscal well-being of the District, including with respect to competitive procurements and vendor responsibility. The School District of Philadelphia requires contracted vendors to comply with the policies and procedures adopted by the Board of Education. The School District of Philadelphia will maintain comprehensive records regarding the entire scope of the procurement process, post-award compliance, and administration of the M/WBE participation and compliance adherence process.

I, _____ {*Company Name*}, do hereby acknowledge and agree to the following:

1. I have read, carefully reviewed this Invitation for Bid (IFB) and understand the benchmarks and measurements to achieve diversity goals as outlined for M/WBE Participation. Board of Education Policy [612 Business Diversity in the Procurement of Materials and Contracted Services](#) further outlines Business Diversity Goal requirements.
2. I understand that the completion and submission of the M/WBE Participation Plan Form and the supplementary documentation to support if applicable is an element of responsiveness to this IFB. Failure to submit this documentation with the proposal and/or evidence of Good Faith Efforts will result in rejection of the IFB.
3. If awarded a contract, I understand and will comply with all contract monitoring, compliance, and enforcement guidelines, including but not limited to recordkeeping and ongoing reporting on contract diversity outcomes that offer the maximum practicable opportunity for qualified and certified M/WBEs and other disadvantaged enterprises to participate throughout all phases of the contract and any subsequent contract amendment. Such as:
 - Monthly and Quarterly post-award compliance reporting via the School District of Philadelphia Oracle Supplier Compliance System to ensure that the vendor meets diversity participation commitments and other contract requirements.
 - Ongoing monitoring of prime contractors' payments to M/WBEs and other contractors utilized through payment reporting and acceptance of payments by sub-contractors.
 - Participating in ongoing training related to vendor compliance and reporting requirements.
4. I understand that non-compliance with vendor compliance reporting and/or diversity participation commitments throughout the life of the contract may result in any of the following events, including but not limited to: withholding of payments, contract termination, suspension, disqualification, debarment, or other sanctions and penalties for failure to comply.
5. I agree to conduct business with the highest levels of ethical standards and agree to comply with all applicable requirements at all times.

Receipt and Acknowledgement

By signing below, I agree that I have read both this acknowledgement statement and the referenced policies in their entirety. I understand that I am subject to these policies whether or not the acknowledgement form is signed. Lack of confirmation of receipt of the acknowledgement form does not exempt a vendor or contractor from Board policy enforcement.

REQUEST FOR PROPOSAL (RFP) NG10265

Company Name: _____

Company Representative: _____

Signature: _____

Title: _____

Date: _____

Company's Compliance Officer:

Email Address of Company's Compliance Officer:

APPENDIX F: THE COMPETITIVE PROCESS

RFP Terms.

The competitive process set forth in this RFP, if successful, results in the execution and delivery of a definitive, legally binding contract, under which the School District engages a Proposer as Contractor to carry out the Work as set forth in the Contract, including, generally, this RFP and the Proposal.

This Appendix F sets forth the terms and conditions applicable to the overall competitive RFP process. Please review this Appendix carefully in order to understand the School District's rights and the duties of all Proposers.

Non-Commitment. The issuance of this RFP does not commit the School District to any award of a Contract or Contracts.

Reservation of Rights; Modification.

The School District reserves the right to supplement, amend or otherwise modify this RFP at any time prior to or after the selection of a Proposer to enter into contract negotiations or a Contract. Subject to the School District's reserved rights under this Section, if the School District determines to modify this RFP (in response, for instance, to a question or inquiry), the School District will issue an Addendum to this RFP. If the School District issues an Addendum to this RFP, the School District will send a copy of the Addendum to all Persons then involved in the completion of the RFP process.

In addition, the School District reserves the rights, in its sole discretion: (a) to accept or reject, at any time prior to the School District's execution of a Contract in connection with this RFP, any or all Proposals or any part of any Proposal submitted in response to this RFP; (b) to waive any defect or defects, including but not limited to a material defect, or technical omission or error; or (c) to advertise for new Proposals where School District, in its sole discretion, determines that the acceptance, rejection, waiver or re-advertisement would be in the best interests of the School District.

The School District reserves the right, further, to reject any Proposal which the School District, in its sole discretion, finds incomplete, obscure, conditional, or unbalanced, or which contains irregularities of any kind, including alterations or erasures. The School District shall reject any Proposal which fails to comply with any of the other mandatory requirements of this RFP.

For the sake of clarity, the School District reserves the right to decline to issue an award or contract to any Proposer, to cancel this RFP at any time, to re-issue this RFP for any reason, and to advertise for new proposals on the same or modified terms and conditions, or any combination of these actions, in the School District's sole discretion. The School District reserves the right to negotiate all or any part of a Proposer's Proposal at or prior to the execution and delivery of a Contract.

RFP Alterations. The School District strictly forbids any alterations to the text or any file associated with this RFP in any way. Any alterations to any version of this RFP, if submitted by a Proposer to the School District, may result in the School District deeming your Proposal nonresponsive.

Submission of a Proposal. A Proposer's submission of a Proposal constitutes the Proposer's covenant, representation and warranty to the School District of the truth and accuracy, in all material respects, of the information set forth in the Proposal; the submission of a Proposal also constitutes the Proposer's acknowledgement that the School District reasonably relies on the contents of the Proposal in making its decision to award a Contract to the Proposer, or to negotiate the terms of a Contract with the Proposer.

Limit on Communication. From the date of the issuance of this RFP to the date of authorization to contract, the School District shall not permit any communication concerning this RFP between any prospective Proposers or their agent(s) and any School District staff or School District representatives,

REQUEST FOR PROPOSAL (RFP) NG10265

except as permitted and set forth in this RFP, see Appendix B, above. The School District expressly prohibits communication with School District staff or representatives, except as permitted and set forth in this RFP, see Appendix B, above. Any communication in violation of this provision shall not bind the School District, and violation of this provision by any prospective Proposer or Proposer or its agent constitutes grounds for immediate disqualification.

Interviews, Oral Presentations. The evaluation process may also include requests for additional information or data if, in the judgment of the School District, this could aid in completing a fair and accurate analysis. The School District reserves the right to request that one or more Proposers give oral presentations, demonstrations, or answer questions, or any or all three, about its Proposal, after receipt thereof, to clarify any aspect of its Proposal or to describe how the Proposer will accomplish any and all requirements. The School District shall advise the Proposer as to the time and place for any such oral presentation or presentations. The Proposer must make the presentation as requested, and should be prepared to discuss all aspects of its Proposal in detail. The School District anticipates that the typical oral presentation will require thirty (30) minutes for presentation and an additional fifteen (15) minutes for questions. Proposers must supply an e-mail address and fax number of a contact person to permit efficient scheduling of presentations.

Negotiations. The School District reserves the right to negotiate all or any part of a Proposer's Proposal at or prior to the execution and delivery of a Contract. The School District reserves the right to negotiate unacceptable limitations or restrictions in an otherwise acceptable Proposal, and the right to reject such a Proposal. In the event that the School District and a Proposer cannot reach an agreement, the School District reserves the right to cut off negotiations with the Proposer at any time, and the right to negotiate a Contract with any remaining responsive and responsible Proposers, to decline to enter into any Contract or Contracts pursuant to this RFP, and to issue another RFP on the same, similar or altered terms, for some or all of the services contemplated by this RFP. The School District may negotiate with a Proposer or Proposers before or after the resolution passed by the Board, in any manner the School District or the Board, in their sole discretion, deem fit. No Person or Proposer shall have any rights against the School District arising at any stage of the RFP process from any negotiations that may take place.

Board Authorization. After the School District has reviewed all Proposals and interviewed Proposers of its choosing, if applicable, the School District anticipates seeking Board approval to authorize the School District to contract with one or more Proposers. The Contract or Contracts, if any, awarded pursuant to this RFP remain subject to due authorization hereafter by the Board of the School District.

Duration of the Proposal. A Proposal constitutes the Proposer's firm, fixed offer to enter into and perform a Contract with the School District for the Work described in this RFP and its Proposal, on the terms and conditions set forth in this RFP, in its Proposal, and in the form of Contract, that is, the Agreement for Services and School District Standard Terms and Conditions, attached in Appendix G, below.

In consideration of the School District's evaluation of the Proposer's Proposal, the Proposer hereby irrevocably covenants and agrees to hold open its Proposal as a firm, fixed offer to enter into and perform such a Contract with the School District for a period of at least one hundred eighty (180) calendar days commencing on the Proposal due date set forth in Appendix B, above. If the School District has not given notice to a Proposer of the School District's intent to either (i) execute and deliver a Contract with the Proposer on the terms and conditions set forth in this RFP, the Proposer's Proposal and the Contract set forth in Appendix G attached hereto, or (ii) enter into contract negotiations with the Proposer, within one hundred eighty (180) calendar days from the Proposal Due Date set forth in Appendix B, above, then the Proposer may withdraw its Proposal by written notice to the School District, and thereupon may thereafter decline to enter into a Contract with the School District pursuant to this RFP.

Definitive Contract. Proposers who submit a Proposal in response to this RFP agree to accept the School District's Agreement for Services and Standard Terms and Conditions, each attached hereto as Appendix G. The successful Proposer(s) shall enter into a definitive, formal written Contract with the School District. The Contract form constitutes a material part of this RFP and Proposers hereby

REQUEST FOR PROPOSAL (RFP) NG10265

acknowledge their receipt, comprehension and acceptance of the terms and conditions set forth in this Contract form. The School District requests that each Proposer indicate their acceptance of the Terms and Conditions attached hereto as Appendix G.

The Contract shall consist of (i) the form of contract attached hereto as Appendix G, (ii) this RFP, (iii) Proposer's Proposal, and (iv) such other instruments as the School District and the Proposer may agree to. The Contract shall, among other things, (a) bind the Contractor to carry out the Work in conformity with the RFP and the Proposal forming part of the Contract; (b) require the Contractor to obtain criminal history record checks, both Pennsylvania State Police and FBI (with fingerprints), and a Pennsylvania Child Abuse History Clearance Report on all personnel and subcontractors who have direct contact with children; (c) bind the Contractor to a definite term of service and budget; (d) set forth terms and conditions governing accrual of fees and payment; (e) cap the Contractor's compensation; and (f) require the Contractor to maintain books, records, and acceptable accounting procedures regarding its costs, expenses, receipts and disbursements, and submit to audits by the School District and others.

Proposers must carefully review the form of contract attached hereto as Appendix G; the terms and conditions set forth therein constitute material terms and conditions for the Contract and the performance of the Work contemplated by this RFP. In general, the School District does not contemplate the need for substantial or material revisions to these Contract forms. In the event that a Proposer seeks to alter these legal forms, the School District requires that the Proposer clearly set forth in its Proposal any modification or modifications it seeks. The Proposer shall state its reason for each requested modification. Requests to modify these legal forms may constitute a negative factor in the School District's evaluation of a Proposal and may delay the definitive Contract.

Proposer-Contractor Responsibility. The successful Proposer-Contractor shall bear sole responsibility for meeting all terms and conditions specified in this RFP, its Proposal, and any resulting Contract.

Public Disclosure. The information submitted by the Proposer, including statements and letters, remains subject to public disclosure as required by federal and other Applicable Law, including but not limited to the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 *et seq.* The School District shall disclose Proposals submitted in response to this RFP to the members of the Evaluation Committee only. The potential need for negotiations, or for "best and final offers", and the need to protect the integrity of the public procurement process, preclude general disclosure of this information until after Contract award.

City of Philadelphia Tax Requirements. Any vendor of goods, wares and merchandise, or purveyor of services, who has been awarded a Contract by the School District, will incur liability for payment of one or more of the following taxes; Mercantile License Tax, Net Profits Tax, City Wage Tax and General Business Tax. The successful Proposer, if not already paying one of more of these taxes, must apply to the City's Department of Revenue, Room 240, Municipal Services Building, 15th Street and John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19107, for an account number, and file appropriate business tax returns as provided by law.

No Defaults, Debts or Arrears. The School District shall not make any award to any Person in arrears or in default with the School District, the City, or the Commonwealth of Pennsylvania upon any debt or contract, including any debt for any tax or taxes due, or who has failed to perform faithfully on any previous contract with the School District, the City or the Commonwealth.

Proposal Costs and Ownership. The School District shall have no liability for any costs associated with the development, preparation, transmittal or presentation of any Proposal or material submitted in response to this RFP. Each prospective Proposer responding to this RFP agrees that it shall have no claim of any nature whatsoever against the School District for any costs or liabilities incurred relating to or in any way arising out of this RFP or in preparing and presenting its Proposal. The Proposal and all materials submitted in connection with this RFP shall become the property of the School District upon receipt by the Office of Procurement Services, and shall not be returned to the Proposer or Contractor. Regardless of the Contractor(s) selected, the School District reserves the right to use any information presented in a Proposal.

REQUEST FOR PROPOSAL (RFP) NG10265

Proposer's Confidential or Proprietary Information. The School District cannot guarantee the protection of any confidential or proprietary information provided by Proposer. The foregoing notwithstanding, if a Proposer reasonably deems and properly designates any portion of its Proposal as containing its own trade secrets, copyrights, trademarks, service marks or other validly held intellectual property rights, then the School District shall receive and hold the properly designated portions of the Proposal as confidential to the fullest extent permitted by law, shall use reasonable diligence to preserve the confidential nature of the pertinent portions of the Proposal, shall use reasonable diligence to protect and preserve the Proposer's valid legal rights therein, and shall give the Proposer or Contractor reasonable notice of any legal proceeding that the School District believes may compel the production to a third party of any portion of the Proposal which the Proposer has reasonably deemed and properly designated as containing its own trade secrets, copyrights, trademarks, service marks or other validly held intellectual property rights. In consideration of the foregoing covenant, the Proposer, by the act of submitting its Proposal, covenants and agrees to defend, indemnify and hold harmless the School District and its officers, employees and agents from and against any loss, claim, cost or cause of action by any third party arising out of any violation or alleged violation of any intellectual property right in any portion of the Proposal.

Advertising and Publicity. Proposers and Contractors may not make or issue any news releases or commercial advertising pertaining to the services contemplated under this RFP or any resulting Contract without the prior written approval of the School District, which approval the School District may grant, condition or withhold in its sole discretion.

Defined Terms.

1. "Board" means the Board of Education of the School District, which constitutes the board of school directors of the School District under Applicable Law, including but not limited to the Philadelphia Home Rule Charter, ___ Pa. Code ____; the Pennsylvania Public School Code, 24 Pa. Stat. § 1-101 *et seq.*; and the First Class City Public Education Home Rule Act, 53 Pa. Stat. _____ *et seq.*
2. "Contract" or "Contracts" means a definitive written contract between a Contractor and the School District pursuant to which the School District engages a Contractor to perform services pursuant to this RFP and the Contractor's Proposal. Each Contract shall consist of (a) the Agreement for Services and Standard Terms and Conditions set forth in Appendix A attached hereto and hereby made a part hereof, (b) this RFP, (c) the Contractor's Proposal, as the parties may have negotiated and amended said Proposal; (d) Contractor's budget for its Services for the Term of the Contract; and (e) such other instruments as the School District may approve, which approval the School District may grant, condition or withhold in its sole discretion. "Contract" includes the Contract as the same may be amended from time to time by the School District and the Contractor.
3. "Commonwealth" means the Commonwealth of Pennsylvania.
4. "Contractor" means a Proposer who has executed and delivered a Contract with the School District pursuant to this RFP and its Proposal.
5. "Intermediate Unit" means the Philadelphia Intermediate Unit, also known as Intermediate Unit No. 26, an intermediate unit under the law of the Commonwealth of Pennsylvania, established by the Board of Education of The School District of Philadelphia pursuant to the Act of May 4, 1970, No. 102, P.L. 311, codified at 24 P.S. § 9-951 *et seq.*
6. "OEO", as defined in Section VIII below, means the Office of Economic Opportunity of The City of Philadelphia.
7. "Minority" has the meaning specified in Appendix E above.

REQUEST FOR PROPOSAL (RFP) NG10265

8. "M/WBE" and "M/WBEs", as defined in Section VIII below, means minority- or women-owned business enterprises.
9. "Participation Range" has the meaning specified in Appendix E above.
10. "Person" means an individual, sole proprietor, partnership, corporation, whether for-profit or not-for-profit, limited liability company, limited partnership, limited liability partnership, business trust or other association.
11. "Policy", as defined in Section VIII below, means the Anti-Discrimination Policy adopted by the SRC on November 14, 2007.
12. "Proposal" means a written proposal responsive to the requirements of this RFP submitted to the School District in conformity with the requirements of this RFP by a responsible Proposer.
13. "Proposal Participation Plan" has the meaning specified in Appendix E above.
14. "Proposer" means a responsible Person who submits a Proposal.
15. "RFP" means this Request for Proposals. This RFP shall include the Appendices, Schedules, and Addenda, if any, attached hereto or subsequently issued by the School District, all of which are hereby incorporated herein by reference.
16. "School District" means The School District of Philadelphia, a body corporate and political subdivision formed and existing under the laws of the Commonwealth of Pennsylvania, established pursuant to Article XII of the Home Rule Charter of The City of Philadelphia. The School District is a separate and independent home rule School District of the first class under Pennsylvania law. The School District, under the governance of the SRC, by contractual arrangements with the Intermediate Unit, provides staff to support the administrative and other functions of the Intermediate Unit.
17. "Solicitation" has the meaning specified in Appendix E above.
20. For other defined terms, please refer to Section 23 of the Standard Terms and Conditions, part of Appendix A to this RFP.

Other Requirements of the Contract.

The Contract shall incorporate the following additional terms and conditions.

1. The Contractor shall obtain use of a location or locations to carry out its services and any other services set forth in the Contract, and shall ensure that the Contractor and any Subcontractors comply with all federal, state and local laws and regulations in connection therewith, including but not limited to any and all zoning and environmental laws and regulations.
2. The Contractor shall give hiring preference to qualified School District employees whose positions have been terminated, in, for instance, a reduction-in-force.
3. The Contractor shall not use program funds to pay any of the Contractor's legal expenses for the prosecution or defense of claims against the School District or the Intermediate Unit.
4. Limitations: The Contractor shall not budget, charge or collect as fee, or incur any cost or expense, under its Contract except in conformity with Applicable Law and its Contract. The Contractor shall not charge or collect as fee, or incur any cost or expense, under its Contract except in conformity with a Budget prepared in conformity with the Contract and duly approved by the School District. In instances where the Contractor's costs and expenses serve its program of services and other programs

REQUEST FOR PROPOSAL (RFP) NG10265

and businesses of the Contractor, the Contractor shall pro-rate such costs and expenses across all relevant programs operated or run by the Contractor out of said offices or facilities.

5. Employment History Review. The Contractor shall promptly and timely carry out the employment history review process set forth in 24 Pa. Stat. § 1-111.1 (Act of October 22, 2014, P.L. 2624, No. 168).

APPENDIX G: AGREEMENT FOR SERVICES AND STANDARD TERMS AND CONDITIONS

OGC CONTRACT NO. ___/F1_

SC NO.:
ABC CODE:

Agreement for Services

Project:
RFP No. ___:

In consideration of the mutual promises set forth below, intending to be legally bound, **THE SCHOOL DISTRICT OF PHILADELPHIA**, a body corporate and political subdivision formed and existing under the laws of the Commonwealth of Pennsylvania (the "School District"), located at the Education Center, 440 North Broad Street, Philadelphia, Pennsylvania 19130-4015, and _____, a _____ (the "Contractor"), located at _____, have executed and delivered this Agreement for Services (the "Contract") as of _____, 201_.

1. *The Engagement, the Work, the Standard Terms and Conditions.* Subject to the terms and conditions set forth in this Contract, the School District engages the Contractor to carry out the work (the "Work") set forth in (a) the attached Exhibit "A-1" – School District Statement of Work; (b) Exhibit "A-2" – School District Request for Proposals No. RFP - ___; and (c) the attached Exhibit "A-3", the Contractor's Proposal submitted in response to RFP - ___ (each of which includes any sub-exhibits, attachments or addenda incorporated therein), and Exhibit "B" – the Contractor's Budget (the "Budget"). The Work includes all Materials the Contractor has agreed to provide, the time frames in which the Contractor has agreed to complete the Work, and all other requirements the Contractor must satisfy in order to complete the Work during the Term (defined in Section 3 below). The terms and conditions of this Contract include the School District Standard Terms and Conditions (the "Standard Terms and Conditions") attached hereto as Exhibit "C".

2. *Action Item.* The School District Board of Education authorized this Contract by its action item number _-_, dated _____. The Parties have attached the action item to this Contract as Exhibit "D" for reference but have not made the action item a part of this Contract. The School District has no power to contract for the Work outside the scope of the action item.

3. *Contract Term.* The term of the Contract shall begin _____ and end _____ (the "Term"), unless terminated sooner by the School District as provided in this Contract. The Contractor shall commence the Work promptly on the first day of the Term and complete the Work not later than the last day of the Term, except for those matters which contemplate performance after the expiration or termination of this Contract.

4. *Compensation.* As compensation for the satisfactory performance of the Work carried out by the Contractor hereunder, the School District shall pay the Contractor, in arrears, a total fee not to exceed _____ Dollars (\$ _____), **conditioned, however, upon the continued availability of funds, as set forth in Sections 6 and 7 of the Standard Terms and Conditions** (the "Compensation").

a. *Budget.* The Contractor shall carry out the Work and bill the School District strictly in conformity with the Contractor's Budget attached as Exhibit "B", and the School District shall pay the Contractor strictly in conformity with the Contractor's Budget.

b. *Fee Structure.* The Contractor shall earn the Compensation on the following basis (check one):

- flat fee, pro-rated and billed monthly, or otherwise, as provided in Section 5 below;
- at the hourly rate or rates per hour of labor specified in Exhibit "B" or Exhibit "A", and billed monthly, or otherwise, as provided in Section 5 below; or

REQUEST FOR PROPOSAL (RFP) NG10265

X on such other basis as the Parties have specified, if any, in Exhibit "B" or Exhibit "A", and billed monthly, or otherwise, as provided in Section 5 below.

5. *Invoices.* The Contractor shall submit timely invoices to the School District Responsible Official named in Section 7 below and, unless the Parties have agreed to a different schedule as set forth in Exhibit "A" or Exhibit "B" hereto, the Contractor shall submit not more than *one invoice per month*. The Contractor shall submit its final invoice not later than ten (10) business days after the last day of the Term. The Contractor shall submit invoices in accordance with Section 3 of the Standard Terms and Conditions. All invoices shall include an itemization of charges and, at a minimum, a detailed description of the Work performed. The School District shall have no obligation to make any payment to the Contractor before receipt of an invoice that conforms to the requirements of this Contract.

6. *Federal Employer Identification Number.* The Contractor's federal employer identification number is: ___-____.

7. *Notices.* The Parties shall give notices and other communications required under this Contract in conformity with Section 21 of the Standard Terms and Conditions, and shall send all notices to:

	<i>School District Responsible Official:</i>	<i>Contractor:</i>
Name:		
Title:		
Party:	The School District of Philadelphia	
Address:		
Telephone:	() ___-___	() ___-___
Fax:	() ___-___	() ___-___
E mail address:		
Program Office		
(School District):		

8. *Order of Precedence.* The Parties have attached the following Exhibits to this Contract, each of which the Parties have agreed to incorporate in and make a part of this Contract:

<i>Exhibit</i>	<i>Exhibit Name</i>
"A-1"	School District Statement of Work
"A-2"	Request for Proposals No. RFP-___
"A-3"	The Contractor's Proposal
"B"	The Contractor's Budget
"C"	School District Standard Terms and Conditions
"E"	Grant Funded Agreements: Standard Federal Government and Commonwealth of Pennsylvania Contract Requirements

In the event of conflict between any Exhibit and another Exhibit, or this Agreement for Services, the following order of precedence shall apply: first, this Agreement for Services; second, Exhibit "E"; third, Exhibit "C"; fourth, Exhibit "A-1"; fifth, Exhibit "A-2"; sixth, Exhibit "A-3"; and seventh, Exhibit "B". The Parties acknowledge and agree that each shall construe the terms, covenants and conditions set forth in this Contract, including each Exhibit hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause; where more than one clause, covenant or term may address the same subject matter the Parties shall comply with the most restrictive of the pertinent clauses, covenants or terms. The Parties shall not construe particular clauses, covenants or terms to conflict with one another if, in light of the terms of the Contract taken as a whole, the Parties can reasonably construe the clauses, covenants or terms in a manner which does not give rise to a conflict.

9. *Modifications.* The Parties have agreed to the following modifications to the terms and conditions set forth elsewhere in this Contract.

a. *FERPA – Legitimate Educational Interest.* The School District has determined that the Contractor constitutes a school official under 20 U.S.C. § 1232g(b)(1)(A), that has legitimate educational interests, including the educational interests of each child served by the Contractor under this Contract, in connection with the

REQUEST FOR PROPOSAL (RFP) NG10265

release of education records, or personally identifiable information contained therein other than directory information; accordingly the School District may release such information and directory information solely in compliance with the other terms and conditions set forth in this Contract to the Contractor for its use in the manner contemplated in this Contract.

b. *Options to Extend the Term.* The School District shall have the right to extend the Term of this Contract for two (2) additional periods of one (1) year each, to June 30 of the following calendar year. The School District shall exercise each option by giving notice to the Contractor not later than May 1 of the calendar year in which the Term of the Contract is then scheduled to expire.

c. *Federal Programs; Federal Funding.* The Contractor acknowledges and agrees that the School District makes payment of the Compensation under this Contract to the Contractor with federal funds. Accordingly the Contractor acknowledges and agrees that it constitutes a subrecipient for federal program purposes and that the basis of payment by the School District to the Contractor under this Contract is cost reimbursement, as provided in applicable federal program rules and regulations. As provided in Section 12 (**Audits; Records and Payments**) of Exhibit "C", the Standard Terms and Conditions, to this Contract, payments to and performance by the Contract remain subject to audit by local and federal auditors.

In witness whereof, the Parties, intending to be legally bound, have executed and delivered this Contract as of the day and year set forth above.

By: _____

[Name]
[Title]

Approved as to form:

THE SCHOOL DISTRICT OF PHILADELPHIA

Attorney, The School District
of Philadelphia

By: _____

[Name]
[Title]

Exhibit “C”

***School District
Standard Terms and Conditions
Agreement for Services***

1. *General Conditions of the Work.*

a. *Standard of Performance.* In carrying out the Work, the Contractor shall exercise the highest degree of competence and diligence exercised by providers in the Contractor’s field. The Contractor shall cooperate with the School District and all other Persons contracting with the School District whose work affects the Contractor’s Work, or whose work the Contractor’s Work affects. The Contractor shall perform all Work under this Contract to the satisfaction of the School District.

b. *Compliance with Applicable Law.* The Contractor shall comply with all Applicable Law, defined in subsection 23.b. below, in connection with this Contract, including but not limited to the Pennsylvania Right-to-Know Law (“RTKL”), 65 Pa. Stat. §§ 67.101 to 67.3104, and 24 Pa. Stat. § 1-111.1, Employment History Review, as amended.

c. *Warranty.* To the extent that the Work includes the sale or the furnishing of Materials, the Contractor warrants that the Materials shall be good, free of defects, merchantable and fit for the particular purposes for which the School District intends to use them.

d. *Contractor Responsibility for Quality of the Work.* Payment by the School District or acceptance of the Work, including any Materials, shall not relieve the Contractor of responsibility for the substance and quality of all Materials and Work. Without any additional compensation, the Contractor shall diligently and expeditiously correct any errors, deficiencies or omissions in the Work, including any Materials, and shall remain liable in accordance with this Contract and Applicable Law for all damages to the School District caused by the Contractor or the Work, including any Materials.

e. *Contractor Staff.* The Contractor shall not assign any Person dismissed from School District employment to perform any Work under this Contract. The Contractor shall, within seven (7) days of notice by the Responsible Official to the Contractor that, in the reasonable opinion of the Responsible Official, any employee is incompetent or incapable of carrying out any part of the Work assigned to that Person, reassign that employee from any Work.

f. *Meetings.* Upon reasonable prior notice from the School District, the Contractor shall attend any meetings requested by the School District, at a location reasonably determined by the School District.

g. *Site License(s).* To the extent that the Statement of Work, Exhibit “A” to this

REQUEST FOR PROPOSAL (RFP) NG10265

Contract, requires the Contractor to carry out any portion of the Work on premises of the School District, the School District, subject to the terms, covenants and conditions set forth in this Contract, hereby grants the Contractor a limited, revocable license to use such School District premises, and only such School District premises, as are expressly provided or by necessary implication required in order for the Contractor to complete the Work in conformity with the requirements of this Contract. The School District shall have the right at any time and for any reason to terminate the foregoing license. The Contractor covenants and agrees to comply with all rules, regulations and directives concerning the use of School District premises imposed by the School District, including but not limited to rules, regulations and directives set by a principal concerning his or her school. The Contractor shall promptly and fully reimburse the School District for the actual costs of repairing any and all damage to School District premises caused by the Contractor or any of the Contractor's officers, agents, employees or Subcontractors.

h. *Contract Reporting.* The Contractor shall comply promptly with the School District's reporting requirements for contracts, including electronic or other reporting of Contractor and contract data.

i. *Whistleblower Protection.* Anything set forth elsewhere in this Contract to the contrary notwithstanding, neither Party shall construe this Contract or any term, covenant or condition in this Contract to prohibit either Party or any of its employees, Subcontractors, grantees, or subgrantees from filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity having jurisdiction, including but not limited to a member or committee of Congress, an Inspector General, the Government Accountability Office, a federal employee responsible for contract or grant oversight, a law enforcement agency, a court or grand jury, or a management official or other employee who has responsibility to investigate, discover, or address misconduct, or making other disclosures protected under the whistleblower, anti-discrimination, or anti-retaliation provisions of Applicable Law, including but not limited to 41 U.S.C. § 4712, for the purpose of reporting or investigating a suspected violation of law.

j. *Time.* Time is of the essence of the Contractor's performance of the Work, including the delivery of any Materials to the School District, under this Contract.

k. *Act 126 Child Abuse Recognition, etc., Training.* Before starting any Work, the Contractor shall submit to the School District for the Contractor, if the Contractor is an individual, and for each of the Contractor's employees, officers, agents, servants, volunteers and Subcontractors, if any, who may have Direct Contact or Direct Volunteer Contact with children, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, while performing any of the Work, a copy of the certificate of completion of Mandated Reporter Training as required by Act 126 of 2012, codified at 24 Pa. Stat. § 12-1205.6.

l. *Right-to-Know Requests.* The Contractor acknowledges and agrees that this Contract and records related to or arising out of this Contract remain subject to requests made pursuant to the RTKL. If the Commonwealth of Pennsylvania (the "Commonwealth") or the School District need the Contractor's assistance in any matter arising out of the RTKL related to

this Contract, the Commonwealth or the School District shall notify the Contractor using the contact information provided in the Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior notice to the Commonwealth and the School District.

m. *Disaster Recovery; Business Continuity.* The Contractor shall maintain appropriate disaster recovery/business continuity and contingency plans providing for continued operation in the event of an adverse event or circumstance affecting the Contractor's business operations so as to minimize any interruption of the Work to the School District.

2. Background Checks.

a. *Required Background Checks.* In accordance with Applicable Law, including 24 Pa. Stat. § 1-111, as amended, and 23 Pa. Cons. Stat. Ann. §§ 6344, 6344.2., as amended, before starting any Work, the Contractor shall submit to the School District for the Contractor, if the Contractor is an individual, and for each of the Contractor's employees, officers, agents, servants, volunteers and Subcontractors, if any, who may have Direct Contact or Direct Volunteer Contact with children, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, while performing any of the Work, copies, true, correct, complete and current, of all of the following:

- i. the Pennsylvania State Police criminal history record information report;
- ii. the child abuse history official certification;
- iii. the report of the Federal Bureau of Investigation federal criminal history record information; and
- iv. a sexual misconduct/abuse disclosure release required by Act 168 of 2014 (24 Pa. Stat. § 1-111.1) and all relevant matters and materials disclosed.

b. *Current; Direct Contact; Failure to Provide.* For purposes of subsection 2.a., "current" means processed by the issuing agency or organization within (i) one (1) year for paid individuals (including employees, officers, agents, servants, and Subcontractors) prior to the later of the individual's hiring or engagement by the Contractor or Subcontractor, or the commencement of the Term, and (ii) five (5) years for unpaid volunteers prior to the later of the individual's engagement by the Contractor or Subcontractor, or the commencement of the Term, in both cases unless the School District has in the preceding five (5) years received and properly reviewed the individual's checks, in which case the Parties may rely on the individual's prior submission provided that all individuals relying on prior submitted checks must submit an arrest or conviction report and certification form in a form acceptable to the School District. For an individual who has Direct Contact or Direct Volunteer Contact with children the School District shall have the right, at any time and in its sole discretion, to require the Contractor to deliver new reports, certifications, clearances or certificates as required by the more restrictive of School District policies, or Applicable Law, and the Contractor shall comply promptly with any such request. If the Contractor fails to deliver any such report, clearance certification or certificate on

behalf of the Contractor, if an individual, or on behalf of any individual officer, employee, director or Subcontractor, then each such individual may not and shall not carry out any of the Work unless and until the Contractor delivers that individual's report, clearance, certification or certificate to the School District.

c. *Arrests; Convictions.* The Contractor shall comply and shall ensure that its officers, employees, agents and Subcontractors who carry out any of the Work comply with the requirements of 24 Pa. Stat. § 1-111(j), which mandates, among other things, reporting within seventy-two (72) hours by any officer, employee or agent of the Contractor or of any Subcontractor of an arrest or conviction for an offense listed in 24 Pa. Stat. § 1-111(e). The Contractor shall provide notice to the School District, in a prompt and timely manner, of all notices and reports required, and all checks conducted, under § 1-111(j).

3. *Compensation; Invoices.*

a. *Invoices Exclusive of Taxes.* Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. The School District's Pennsylvania Sales Tax Blanket Exemption Number is [REDACTED]; its Federal Tax ID Number is [REDACTED]; and its Federal Excise Tax Number is [REDACTED].

b. *Support for Invoices.* If the Contractor, after a request by the School District, does not provide evidence satisfactory to the School District to support any item or items set forth on an invoice, the School District shall have no liability to make any payment with respect to that item or items. If the School District has already made payment for that item or items, the School District may by notice to the Contractor require the Contractor to refund promptly to the School District the amount of any such overpayment, or the School District, at its option, may set off such overpayment against any payments accruing thereafter to the Contractor under this Contract or any other contract between the Parties.

4. *The Contractor's Duties Concerning Taxes and Other Obligations.*

a. *Tax Policy.* The School Reform Commission (the "Commission") by its Resolution SRC-2, dated February 21, 2013, adopted its Tax Compliance of Vendors Policy (the "Tax Policy") for School District vendors, including the Contractor. The Tax Policy provides that in general the Commission will not permit the School District to contract with Persons delinquent in payments of any City of Philadelphia (the "City") or Commonwealth taxes or other indebtedness or obligation, at the execution and delivery of the Contract and at any time during the Term.

b. *Contractor's Covenants.* In compliance with the requirements of the Tax Policy, the Contractor covenants and agrees that throughout the Term, for itself and any Person controlling, controlled by or under common control with the Contractor, the Contractor shall comply with the following requirements.

REQUEST FOR PROPOSAL (RFP) NG10265

i. At any time during the Term upon notice from the School District the Contractor shall deliver to the School District proof of its tax compliance in the form of a “Certificate of Tax Clearance” from the City’s Department of Revenue.

ii. At any time during the Term upon notice from the School District the Contractor shall deliver to the School District proof in writing of its execution and delivery of a settlement agreement, payment plan or other necessary and appropriate documentation in satisfaction of any indebtedness to (A) the City for or on account of any City tax, including any tax collected by the City on behalf of the School District, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the City; and (B) the Commonwealth for or on account of any Commonwealth tax, or in satisfaction of any other indebtedness or obligation owed by the Contractor to the Commonwealth.

iii. The Contractor shall promptly pay and otherwise promptly and diligently comply with and carry out its duties and obligations under any such settlement agreement, payment plan or other documentation with the City or the Commonwealth, until it has discharged its obligation to the City or the Commonwealth by satisfying any such tax or other indebtedness or obligation.

iv. The Contractor may in good faith, diligently and expeditiously, pursue any bona fide claim, contest or appeal with the Commonwealth, or the City, as the case may be, of its liability for, or the amount of, any indebtedness or obligation to the Commonwealth, or the City for or on account of any tax, including but not limited to any tax collected by the City on behalf of the School District, or other indebtedness or obligation, to the final appeal, adjudication, resolution or compromise thereof with the Commonwealth or the City. The Contractor shall promptly pay all uncontested taxes and other indebtedness or obligations to the Commonwealth and the City.

c. *The Contractor’s Taxes, etc. – School District Set-Off.* The Contractor agrees that the School District shall have the right to set off against, or to withhold payment of, or both, any and all Compensation accruing and payable to the Contractor under this Contract and any other contract, in order to provide for and assure the payment by or on behalf of the Contractor of any and all sums of taxes or other indebtedness or obligations then lawfully due and owing by the Contractor or any Person controlling, controlled by or under common control with the Contractor, to either the City or the Commonwealth. Each Party shall have the right to rely on certificates and other official documents provided by either the City or the Commonwealth in proceeding to withhold or set off under this subsection 4.c.

5. **Best Pricing.** The Contractor shall perform the Work at the lowest price the Contractor charges to other school districts or other governmental entities for like work. If the School District pays a price for the Work in excess of the lowest price the Contractor charges or has recently charged to a governmental entity, in addition to all other remedies, the School District shall have a right, as damages, to a refund equal to the difference between the price charged to the School District and the lowest price the Contractor charges or has recently charged to another school district or governmental entity, together with interest at a rate equal to the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percent (5.0%).

6. *Unavailability of Funds; Crossing Fiscal Years.*

a. *Unavailability of Funds.* In the event the School District, in its sole determination, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, the School District may exercise one of the following alternatives: (i) terminate this Contract effective upon a date specified in a Termination Notice; or (ii) continue this Contract by reducing, through written notice to the Contractor, the amount of this Contract and the scope of the Work, consistent with the nature, amount and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection 6.a. shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. The School District shall not face any liability or penalty as a result of such termination or reduction of this Contract.

b. *Crossing Fiscal Years.* If the School District will pay any portion of the Compensation in any School District fiscal year subsequent to the current fiscal year (the School District's fiscal year runs July 1 – June 30), the portion of the Compensation that may accrue hereunder in a subsequent fiscal year remains subject to legally mandated budget authorization by the Board of Education, under Applicable Law. If for any reason funds for that portion of the Compensation that may accrue hereunder in a subsequent fiscal year are not continued in any subsequent School District fiscal year, this Contract and the School District's liability under this Contract shall automatically terminate at the end of the fiscal year for which the Board of Education authorized funds.

7. *Grant-Funded Contracts; Trust-Funded Contracts.*

a. *Compliance with Grant.* If the School District pays for all or any portion of the Work with funds received by the School District as grants or under other terms and conditions from any source, including the United States of America, the Commonwealth, the City, or any department or agency of one of these governments, or from any public or private charitable trust or corporation, then the Contractor shall comply with the terms of the applicable grant agreement, contract or trust indenture, as the case may be, in carrying out the Work, and the School District shall comply with the terms of said grant agreement, contract or trust indenture, as the case may be, in making any payment or payments hereunder to the Contractor. The Contractor shall not take any action, or omit to act, if such act or omission would cause a breach or default under any such grant agreement, contract or trust indenture.

b. *Timely Submission of Invoices.* If the School District pays any of the Compensation from federal government or Commonwealth grant funds, the Contractor shall bill the School District for any outstanding Compensation owed to the Contractor within ten (10) business days after the end of the Term (*see*, Section 3 of the Agreement for Services). In the event the Contractor does not bill the School District for the balance of any Compensation within said ten (10) day period, the School District reserves the right to withhold payment of the balance of the Compensation to the Contractor based upon the loss of federal government or Commonwealth funds caused by the Contractor's delay, in which event the School District shall have no liability to the Contractor for said balance of the Compensation.

8. *Independent Contractor; No Partnership or Agency.*

a. The School District has engaged the Contractor as an independent contractor to carry out the Work, and neither the Contractor nor any of the Contractor's agents, employees or Subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District. Neither the Contractor nor any of its agents, employees or Subcontractors constitute employees of the School District, and these Persons shall have no right to receive any School District employee benefits or any other privileges available to School District employees. Neither the Contractor nor its agents, employees or Subcontractors shall represent themselves in any way as agents or employees of the School District, and none of the Contractor, its agents, employees or Subcontractors has any power to bind legally the School District to any third party.

b. Anything set forth elsewhere in this Contract to the contrary notwithstanding, including but not limited to any references in any exhibits to a "partnership" or "partner" relationship, the Parties have not created, do not intend to create, and no Party, nor any other Person, including any court or other tribunal, shall construe anything set forth in this Contract as creating a joint venture or partnership between the School District and the Contractor with respect to the Work. Neither the Contractor nor the School District shall have any power to bind the other Party in any manner whatsoever to any third party. The Contractor does not function as an agent of the School District in any dealings with any third party.

9. ***Non-Discrimination.*** The Contractor, for itself, its directors, officers, agents, employees and Subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other Person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status. The School District operates as an equal opportunity employer under Applicable Law; the Contractor shall likewise operate in all respects as an equal opportunity employer under Applicable Law. The School District shall not do business with any Person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. The Contractor shall include the first three sentences of this subsection 9, with appropriate adjustments for the identity of the parties, in any Subcontracts that it executes and delivers. If the School District has selected the Contractor pursuant to a public solicitation or through a request for proposals or comparable process and the Contractor submitted a plan describing the participation of minority-owned, women-owned or disadvantaged businesses as part of the solicitation or the RFP, then the Contractor shall comply with its participation plan.

10. *Subcontracts.*

a. ***School District Consent Required.*** The Contractor shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, including any portion of the Work, in whole or in part, without in each instance first giving notice to and obtaining the written consent of the School District, which consent the School District may grant,

withhold, condition or delay in its sole discretion. The School District hereby consents to any Subcontract entered into by the Contractor specifically referenced in Exhibit "A", the Contractor's Statement of Work, to this Contract. Any subcontract or assignment made in violation of this Section 10 shall be null and void. The School District shall have no obligation to any Subcontractor. Each Subcontract shall contain clauses to the effect that (i) the Subcontractor shall have no recourse to the School District for any payment, or for performance under such Subcontract; (ii) the Subcontractor consents to any assignment of the Subcontract by the Contractor to the School District, at the School District's sole option; and (iii) the Contractor shall make payment to any Subcontractor within five (5) business days after receipt of payment from the School District with respect to work properly invoiced by a Subcontractor to the Contractor and reflected in the payment by the School District to the Contractor.

b. *No Change in the Contractor's Obligations.* The existence of any Subcontract shall not alter or limit the obligations of the Contractor to the School District under this Contract. The Contractor shall at all times remain fully responsible for its Subcontractors, and shall ensure that it legally binds all Subcontractors to the same terms and conditions as the Contractor under this Contract, including without limitation, non-discrimination, warranties, confidentiality, maintenance and preservation of records and audit by government representatives.

11. ***Non-Assignment.*** The Contractor acknowledges that the Work constitutes personal or professional services, or both, of the Contractor. Except through a Subcontract subject to Section 10 above, the Contractor shall not assign this Contract, or any part of this Contract, nor delegate performance of any part of this Contract, without the prior written consent of the School District, which consent the School District may grant, withhold, condition or delay in its sole discretion. This Contract legally binds the Parties and their respective successors and assigns. Any purported assignment in violation of this provision shall be void and of no effect. The School District's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the School District to any assignment shall not constitute a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 11, an assignment includes the acquisition of the Contractor, or a controlling interest therein, through an asset sale or a corporate or other merger, the appointment of a receiver or bankruptcy trustee for the Contractor, and the transfer of this Contract or the Contractor in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for the Contractor in any federal or state bankruptcy, insolvency or other proceeding concerning the Contractor shall comply with the requirements set forth in this Contract, including but not limited to this Section.

12. ***Audits; Records and Payments; Inspectors General.***

a. *Audits.* From time to time during the Term, and for a period of six (6) years after the expiration or termination of this Contract (*see*, 24 Pa. Stat. § 5-518), the School District, the Controller of the City, the Commonwealth, including without limitation its Auditor General and the Pennsylvania Department of Education, or a department, agency or instrumentality of the United States of America, if the School District funds this Contract with federal funds, or any of

REQUEST FOR PROPOSAL (RFP) NG10265

their authorized representatives (each, for the purposes of this Section, an “Auditor”) may audit any and all aspects of the Contractor’s performance under this Contract, including but not limited to its billings and invoices and payments received.

b. *Inspection.* If requested by an Auditor or the School District, the Contractor shall submit to the Auditor and the School District for review or inspection, all invoices presented for payment pursuant to this Contract, all cancelled checks, Materials, invoices, vouchers, reports, work product, work papers, books, records and accounts upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. The Contractor acknowledges and agrees that any Auditor may inspect or review all of its Work and Materials, and all of its sites, locations and facilities related to its performance under this Contract. Inspection and review of Work and Materials shall take place at the offices of the Contractor in the City, or in another location with the Auditor’s consent. The Contractor shall cooperate with all School District, City, Commonwealth and federal inspections and reviews conducted in accordance with the provisions of this Contract. The scope of such inspection and review of the Work and Materials, and sites, locations and facilities, including, without limitation, programs, lies in the sole discretion of the Auditor. Such inspection or review may include, without limitation, meetings with persons receiving services under this Contract, review of staffing ratios and job descriptions, and meetings with any of the Contractor’s staff members who either directly or indirectly participate or participated in carrying out any of the Work, including preparing, delivering or installing any Materials.

c. *Retention and Availability of Records.* The Contractor shall retain all records, books of account and documentation pertaining to this Contract for the greater of (i) the period required by Applicable Law, or (ii) six (6) years following expiration or termination of this Contract; provided that if, however, any litigation, claim or audit commences prior to expiration of said six (6) year period, then the Contractor shall retain the records until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal. The Contractor shall make available, at the Contractor’s office in the City or another Contractor office in reasonable proximity to the City, at reasonable times during the Term and for the period set forth in this Section 12, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any Auditor. The Contractor shall provide such records without unreasonable delay when requested by an Auditor.

d. *Inspector General; Inspectors General.* The School District’s Inspector General shall enjoy all the rights, powers and privileges of an Auditor under this Contract, and any and all additional rights, powers and privileges as provided by Applicable Law and by delegation from the Board of Education or other duly constituted authority having jurisdiction, *e.g.*, a commission. The Contractor shall cooperate and comply with any audit or investigation by the School District’s Inspector General, or by any City, Commonwealth or federal inspector general having jurisdiction, and any joint investigation. The Contractor and its partners, members, shareholders, directors, officers, employees, agents, contractors and Subcontractors shall cooperate fully with the School District’s Inspector General by providing true, correct and complete information and records, as well as all necessary or appropriate assistance in any matter investigated by the Inspector General. In any investigation the School District’s Inspector General shall have and enjoy complete and unimpeded access to all papers, workpapers, books,

records, documents, information, personnel, processes, *e.g.*, meetings, data, computer hard drives and networks, e-mail, text or instant messages, facilities and other assets owned, leased, licensed or used by or for the School District, including but not limited to information regarding the Contractor or other School District contractors, or any other Person involved in any way with the School District, as deemed necessary in performing investigative or audit activities pertaining in any way to the business, operations or public functions of the School District or the Board of Education, and in the custody of the Contractor or any Subcontractor.

13. *Indemnification; Litigation Cooperation; Notice and Defense of Claims.*

a. *Indemnification.* The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the Board of Education and the Commission, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages, and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants. The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the members of the Board of Education and the Commission, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorneys' fees and costs, claims, suits, actions, damages and liability for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination of or adverse effects on the environment, intentional acts or omissions, failure to pay any Subcontractors or suppliers, any Event of Default under this Contract, and breach, if any, of any Subcontract, that arise out of or are related to the performance or non-performance of the Work by the Contractor or the Contractor's agents, Subcontractors, assignees, independent contractors, employees or servants.

b. *Indemnification; Contractor's Employees.* Except as set forth below in this subsection 13.b., this Section 13 does not require the Contractor to indemnify the School District to the extent of the School District's own negligent act or omission. This Section 13 protects the School District, its officers, employees, agents and the members of the Board of Education and the Commission from all claims arising during the Term asserted by employees, agents or workers of the Contractor or any Subcontractor who are injured on or by School District real or personal property, or who assert an employment claim of any kind against the School District, including but not limited to any claim or claims relating to the termination of employment, regardless of when the claimant makes the claim. Except as expressly set forth below in this subsection 13.b., the Parties shall not construe this Section 13 to alter, limit, negate, abridge or otherwise reduce any other right or obligation that would otherwise exist as to any Party or Person described in this Contract. This Section 13 functions independently of the Contractor's or its Subcontractors' insurance or lack thereof, and the Parties do not intend that rights set forth in this Section 13 be deemed limited by the Pennsylvania Worker's Compensation Act. This Section 13 shall apply, particularly, but not exclusively, to the claims of the Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, against the School District, its officers, employees and agents, and the members of the Board of

Education and the Commission. The Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against the School District, its officers, employees and agents and the members of the Board of Education or the Commission, for the acts, failures to act or negligence of the School District, or its officers, employees and members of the Board of Education or the Commission.

c. *Defense of Claims.* The Contractor shall defend all claims described in subsections 13.a. or 13.b. above with competent and experienced counsel acceptable to the School District. If the Contractor fails to assume the defense of any and all claims described in subsections 13.a. or 13.b. above within fifteen (15) days of notice from the School District, or if within such fifteen (15)-day period actual prejudice may occur if action is not taken, then at the Contractor's cost and expense, the School District may undertake the defense, compromise or settlement of any such claims or consent to the entry of a judgment with respect to such claims, on behalf of and for the account and risk of the Contractor, and the Contractor shall thereafter have no right to challenge the defense, compromise, settlement or consent to judgment of such claims by the School District.

d. *Litigation Cooperation.* If at any time, including after the expiration or earlier termination of the Term, the School District becomes involved in a dispute or receives notice of a claim, or is involved in litigation concerning the Work and Materials provided under this Contract, the resolution of which requires the services or cooperation of the Contractor, and the Contractor does not otherwise have a duty to indemnify and defend the School District pursuant to the provisions of subsection 13.a. above, the Contractor shall provide such services and shall cooperate with the School District in resolving such claim or litigation as part of the Work and Materials under this Contract.

e. *Notice of Claims.* If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (i) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (ii) within five (5) business days of receipt of notice of the claim, give notice of the claim to the School District.

14. *School District Statutory Immunity.* Any other term, covenant or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the Board of Education and the Commission, retain their statutory governmental, official and any other immunity provided pursuant to Applicable Law, including 42 Pa. Cons. Stat. Ann. §§ 8501 and 8541 *et seq.*, as amended. The Contractor acknowledges and agrees that the School District (a) is a Local Agency, as defined in 42 Pa. Const. State. Ann. §§ 8501 and 8541; and (b) does not waive, nor have the power to waive, for itself or for its officers, employees, or for the members of the Board of Education or the Commission, by way of indemnity or otherwise, the defenses of governmental, official or any other immunity derived from said statutes or provided by Applicable Law.

15. *Insurance.* Prior to the commencement of any of the Work and until the latest of completion of the Work, final payment by the School District, or final acceptance of the Work, the Contractor shall provide and maintain the following minimum levels of insurance at the Contractor's own expense. The Contractor shall include in its bid, proposal, or quote its cost of

REQUEST FOR PROPOSAL (RFP) NG10265

the required insurance; the Parties shall make no adjustment to the Compensation on account of these insurance costs. The term “Contractor” shall include Subcontractors and Sub-Subcontractors at every tier. The Contractor shall deliver to the School District a certificate or certificates of insurance evidencing and reflecting the effective date of coverage, as set forth below in subsection 15.e. In no event shall the Contractor commence or permit commencement of any of the Work unless and until the Contractor delivers and the School District has approved the required evidence of insurance in conformity with this Contract. If the School District finds the Contractor’s evidence of insurance non-compliant, the School District shall have the right, but not the duty, at its discretion, to purchase the required insurance coverage or coverages, at the sole cost and expense of the Contractor, by set-off against Compensation accrued or accruing, or through the Contractor’s direct payment or reimbursement to the School District. The School District by notice or other communication may require additional coverage or coverages, or higher coverage limits, aggregate limits or sub-limits, at any time during the Term if in the School District’s sole judgment a risk or risks warrant such additional coverage or limits.

a. *Rating.* The Contractor shall procure all insurance from insurers permitted to do business in the State in which the Work takes place, having an A.M. Best Rating of at least “A-, Class VIII”.

b. *Self-Insured Retention.* The Contractor shall not have a Self-Insured Retention (“SIR”) on any policy greater than \$50,000; any and all SIRs shall remain the Contractor’s responsibility. In the event any policy includes an SIR, the Contractor shall provide the additional insured requirements specified herein within the SIR.

c. *Occurrence Basis.* The Contractor shall ensure that its insurer or insurers write all insurance required hereunder, with the exception of the Professional Liability Insurance, on an “occurrence” basis. Claims-Made coverage must include:

- i. a retroactive date on or prior to the start of Work under this Contract; and
- ii. “tail coverage/an extended reporting period” or coverage for a period of three (3) years subsequent to the later of completion of the Work or final payment.

d. *Notice of Cancellation or Non-Renewal.* The Contractor’s insurance carrier or carriers each shall agree to provide at least thirty (30) days prior written notice to the School District in the event of any cancellation or non-renewal of any coverage. In the event of cancellation or non-renewal of any coverage or coverages, the Contractor shall replace any such coverage or coverages so as to comply with the insurance requirements set forth in this Contract, with no lapse of coverage for any time period. In the event the Contractor’s insurance carrier or carriers do not issue or endorse their policy or policies to comply with this subsection 15.d, above, the Contractor shall give notice to the School District of its receipt of any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of the proposed cancellation or non-renewal.

e. *Certificates.* The Contractor shall deliver to the School District the required

REQUEST FOR PROPOSAL (RFP) NG10265

certificate or certificates of insurance, evidencing the insurance coverages required under this Contract, at least ten (10) days prior to the start of the Work and thereafter promptly before or on renewal or replacement of each coverage. The Contractor shall not begin any Work until the School District has reviewed and in its discretion approved the certificate of insurance. The required insurance shall not contain any exclusions or endorsements unacceptable to the School District. The Contractor shall send all certificates of insurance to:

The School District of Philadelphia
Office of Risk Management
440 North Broad Street, Suite 325
Philadelphia, PA 19130-4015
Attn.: Riccardo Zucaro, Director of Insurance Risk Management
E-mail: [REDACTED]@philasd.org and [REDACTED]@philasd.org

Failure of the School District to demand these certificates or other evidence of full compliance with these insurance requirements or failure of the School District to identify a deficiency from evidence that is provided shall not constitute a waiver of the Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the School District with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

f. *Additional Insured.* The Contractor shall add the School District, and such other public entities as the School District may require, as additional insureds on all liability policies, except Workers' Compensation and Professional Liability Policy, where applicable, for ongoing operations and completed operations, using ISO Endorsements CG 2010 and CG 2037, or their equivalents, on a primary noncontributory basis. Coverage shall include ongoing and completed operations. Each of the additional insured's respective directors, officers, board members, employees, agents and representatives shall also constitute covered additional insureds. The Contractor and its insurer or insurers shall provide coverage for a period of three (3) years subsequent to the later of completion of Work or final payment. The School District reserves the right to require the Contractor to name other parties as additional insureds. There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage", per standard ISO policy forms.

g. *Waiver of Rights of Subrogation.* The Contractor shall waive all rights of recovery against the School District and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.

h. *No Limitation of Liability.* Neither the Parties nor any tribunal or adjudicatory body shall or may construe the amount of insurance set forth in the insurance coverages required in this Section 15, as a limitation of the liability of the Contractor. The carrying of insurance as set forth in this Section 15 shall not relieve the Contractor of any duty or liability under the Contract, except to the extent of insurance proceeds paid. Any type of insurance, or any increase

REQUEST FOR PROPOSAL (RFP) NG10265

in limits of liability, not described above, which the Contractor requires for its own protection or on account of statute shall be its own expense.

i. *Notice of Accidents, Claims and Suits.* The Contractor shall promptly notify the School District and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the Contract. The Contractor shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

j. *Required Coverages.* The following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

i. Workers' Compensation and Employer's Liability: Provided in the State in which the Contractor performs the Work and elsewhere as required, and shall include:

A. Workers' Compensation Coverage: Statutory Requirements

B. Employers' Liability Limits not less than:

(1) Bodily Injury by Accident: \$100,000 Each Accident

(2) Bodily Injury by Disease: \$100,000 Each Employee

(3) Bodily Injury by Disease: \$500,000 Policy Limit

C. Includes coverage for sole proprietors, partners, members or officers who will be performing the Work.

ii. Commercial General Liability: Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

A. Occurrence Form with the following limits:

(1) General Aggregate: \$2,000,000

(2) Products/Completed Operations Aggregate: \$2,000,000

(3) Each Occurrence: \$1,000,000

(4) Personal and Advertising Injury: \$1,000,000

B. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment/completion of the Work, including coverage for the additional insureds as set forth in this Section 15.

C. The General Aggregate Limit must apply on a Per Project basis.

D. Coverage for "Resulting Damage".

- E. No sexual abuse or molestation exclusion.
- F. No amendment to the definition of an “Insured Contract”.

iii. Automobile Liability:

A. Coverage to include All Owned, Hired and Non-Owned Vehicles, or “Any Auto”. If the Contractor does not have any Owned Vehicles the Contractor shall nevertheless maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

- B. Per Accident Combined Single Limit: \$1,000,000

iv. Professional Liability Insurance, including Technology E&O:

A. Minimum Limits of Liability:

B.

- (1) Per Claim: \$2,000,000
- (2) Aggregate: \$2,000,000

C. The Definition of “Covered Works” shall include the Works required in the scope of this Contract which shall include but not be limited to software development.

D. Coverage includes but is not limited to loss or disclosure of electronic data, media and contents rights software copyright infringement and network security failure.

E. The professional liability insurance shall cover errors and omissions, including liability assumed under this Contract. If the Contractor provides educational services, the professional liability insurance coverage shall also include educational wrongful acts, employment practices wrongful acts and directors and executive officers wrongful acts.

v. Privacy/Cyber Liability, Including Cyber Extortion & Cyber Crime:

A. The Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information, or protected health information, or both, that may arise from their Work with this Contract.

B. Minimum Limits of Liability:

- (1) Per Claim: \$1,000,000
- (2) Aggregate: \$1,000,000

C. Privacy Breach Notification and Credit Monitoring: \$5,000,000 per Occurrence.

16. Confidentiality; Student Records; Publication Rights; Data Ownership.

a. *Confidential Information.* The Contractor shall keep in strict confidence all information acquired in connection with or as a result of this Contract that is not generally known to others (“Confidential Information”). During the Term and at any time thereafter, without the prior written consent of the School District, the Contractor shall not disclose or use to its own or any other Person’s advantage, profit or gain any Confidential Information or any other information subject to a third party’s proprietary right, such as a copyrighted or trademarked work, that the School District makes available to Contractor in connection with this Contract.

b. *Student Records.* The Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, any and all records and information, in whatever form or format received, pertaining to the School District’s individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability. The Contractor acknowledges and agrees that FERPA limits the transfer and re-transfer of education records and personally identifiable information in education records. Unless and until agreed otherwise by the Parties, the School District shall transmit information or records, or both, protected by FERPA solely to the individual named in Section 6 of the Agreement for Services, and such other duly authorized individuals as the Contractor may specify by notice to the School District (*see*, Section 6 of the Agreement for Services and Section 21, below, of these Standard Terms and Conditions).

c. *Publication Rights.* With regard to any reports, studies or other works developed in the course of this Contract, or as a result thereof, the Contractor shall not publish Confidential Information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. The Contractor shall have no right to use the name of the School District, or its seal, logos or marks, except upon the prior consent of the School District. The Contractor shall provide to the School District for its review any proposed report, study, publication, brochure or advertisement that names the School District or uses its seal, logos or marks, not less than thirty (30) calendar days prior to submission for publication, and the Contractor shall remove the School District’s name, seal, logos or marks, and any other information identifying the School District from the publication if the School District does not

expressly consent to the Contractor's requested use. The Contractor shall not issue, publish or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to the Contract without the prior consent of the School District.

d. *Data Ownership.* The School District retains and reserves its ownership of, and all right, title and interest in, any and all data provided by the School District to the Contractor under or in connection with this Contract. The Contractor acknowledges and agrees that the School District grants to the Contractor a limited, revocable, nonexclusive right and license to use any such School District data, which may include personally identifiable information subject to FERPA, solely for the Contractor's use in carrying out the Work set forth in this Contract and solely in conformity with FERPA and other Applicable Law. At any time during and after the expiration or earlier termination of the Term, the School District may request that the Contractor deliver to the School District all or any portion of any data provided by the School District; promptly upon receipt of any such request the Contractor shall, without any charge to the School District, deliver to the School District the requested data in a usable format reasonably specified by the School District. School District data includes any information and data developed by the Contractor, *e.g.*, by populating a database, as part of or associated with the Work set forth in this Contract. The Contractor shall not destroy nor permit the destruction of any School District data during the Term, except upon the prior express written consent of the School District. Upon the expiration or earlier termination of the Term, the Contractor shall promptly and in any event not later than ten (10) business days after request by the School District, return to the School District all School District data then in the possession or control of the Contractor. Once the Contractor has returned all School District data, it shall promptly destroy and dispose of any remaining copies of the data in its possession or in the possession of any Subcontractor.

e. *Security.* The Contractor shall establish and maintain physical, administrative, technical, electronic and operational security measures to protect the privacy, confidentiality, integrity and availability of Confidential Information or any other information which identifies students, employees or officers of the School District, and systems, consistent with best practices and industry standards and with Applicable Law applicable to the Contractor and the Work. The School District may conduct, at the School District's expense, vulnerability scanning against networks, systems, and Internet Protocol addresses where the School District data reside.

f. *Data Breach.* The Contractor shall promptly and timely, within twenty-four (24) hours of becoming aware, disclose to the School District any suspected or known occurrence of any misuse or wrongful disclosure of Confidential Information or any other information which identifies students, employees or officers of the School District, including but not limited to system breaches that may adversely affect the School District or the School District's students, employees or officers.

17. *Materials; Intellectual Property.*

a. *Computer Applications, Software, Programs, etc.* The Contractor shall ensure that all of its computer applications, programs, and software developed under this Contract comply with any pertinent specifications or requirements set by the School District and with all

Applicable Law, including but not limited to FERPA and the Americans with Disabilities Act.

b. *License; Preexisting and Independently Developed Materials.* For the duration of the Term, as the Parties may agree to extend it, the Contractor hereby grants, and shall require its Subcontractors, if any, to grant, to the School District the irrevocable, royalty-free right to reproduce, distribute copies of, adapt, display, perform, translate, and publish, throughout the universe, in any medium now known or hereafter invented, all Materials and works of authorship, including without limitation studies, media, curricula, and other things of any nature, developed or delivered to the School District pursuant to this Contract. For avoidance of doubt, subject to the license granted in this subsection 17.b., each Party otherwise retains ownership of all of its pre-existing and independently developed intellectual property.

18. *Conflict of Interest.*

a. *Disclosure of Conflict of Interest.* The Contractor represents, warrants and covenants that it has no public or private interest which does or may conflict in any manner with the performance of the Work and that neither it, nor any of its directors, officers, members, partners, employees or Subcontractors, has or shall during the Term acquire, directly or indirectly, any such interest. The Contractor shall disclose promptly and fully to the School District's Responsible Official all interests which constitute or may constitute such a conflict.

b. *Improper Gift; Improper Relationship.* The Contractor represents, warrants and covenants that it has not directly or indirectly offered or given and shall not directly or indirectly offer or give any payment, loan, subscription, advance, deposit of money, services or any other thing of more than nominal value to any School District employee who participated in the decision to authorize or enter into this Contract. The Contractor warrants that, to its knowledge, neither a School District employee or officer who participated in the decision to enter into this Contract, nor any member of the employee's immediate family, receives more than \$1,000 per year from the Contractor, has a direct or indirect investment worth \$1,000 or more in the Contractor or is a director, officer, partner, trustee or employee of the Contractor.

c. *School District Employees Not to Benefit.* The Contractor shall not make any payment or give anything of more than nominal value to any School District official or employee except in accordance with Applicable Law and School District policy. The Contractor shall comply with the School District's Vendor Code of Ethics, and also, to the extent applicable, with the School District's Code of Ethics for School District officers and employees. The Contractor shall disclose to the School District the name of each School District official or employee who receives payment from the Contractor, the amount such official or employee receives and the services rendered by the official or employee in consideration of the payment.

19. *Default; Notice and Cure; Remedies.*

a. *Event of Default.* Each of the following constitutes an Event of Default by the Contractor under this Contract:

i. Failure by the Contractor or any Subcontractor to comply with any term,

covenant or condition set forth in this Contract.

ii. The Contractor's (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver, (d) insolvency, as defined by Applicable Law, or (e) the filing of an involuntary petition against the Contractor under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days.

iii. Default by the Contractor under any other agreement the Contractor may have with the School District.

iv. Any material misrepresentation by the Contractor in (a) this Contract, (b) any other document submitted to the School District by the Contractor, or (c) otherwise by the Contractor directly or indirectly to the School District in connection with the School District's decision to execute, deliver and perform this Contract.

v. Failure of the Contractor to provide, within five (5) business days, assurance reasonably acceptable to the School District that it can perform the Work in conformity with the terms of the Contract if (a) the School District has a reasonable basis to believe at any time during the Term that the Contractor will not be able to perform the Work, and (b) the School District demands in writing assurance of the Contractor's performance.

vi. Misappropriation by the Contractor of any funds provided under this Contract or failure by the Contractor to notify the School District upon discovery of any misappropriation.

vii. Indictment of or other issuance of formal criminal charge or charges against the Contractor, or any of its directors, employees, agents or Subcontractors or any of the directors, employees or agents of a Subcontractor or any criminal offense or any other violation of Applicable Law directly relating to this Contract, the Work or the Materials, or which adversely affects the Contractor's performance of this Contract in accordance with its terms, whether or not a court of law or other tribunal ultimately accepts a verdict or plea of guilty or no contest regarding the charged offense or offenses.

viii. Debarment or suspension of the Contractor or any director, agent, employee or Subcontractor of the Contractor, or any Person controlling, under common control with, or controlled by, the Contractor under a federal, state or local law, rule or regulation by any federal, state or local governmental entity, including but not limited to the School District.

ix. Failure by the Contractor to comply with any term, covenant or condition set forth in Section 4 above, or the breach of any of the Contractor's representations and warranties set forth in subsection 22.f., below.

b. *Notice and Cure.* If the Contractor commits or permits any Event of Default, the School District shall notify the Contractor of its determination that an Event of Default has occurred. The Contractor shall have ten (10) business days from receipt of that notice, or such

additional cure period as the School District may authorize in its sole discretion, to correct the Event of Default; provided, however, that no such notice from the School District or period of cure shall be required before invoking the remedies described in subsection 19.c. below if: (i) the Contractor has temporarily or permanently ceased performing the Work; (ii) an emergency has occurred relating to the Work, and that emergency requires immediate exercise of the School District's rights or remedies, as determined by the School District in its sole discretion; (iii) the School District has previously notified the Contractor more than once in the preceding twelve (12) month period of any Event of Default under this Contract; (iv) an Event of Default occurs as described in subsection 19.a. vi., vii., or viii. above; or (v) the Contractor breaches any of its obligations under Sections 2 or 9 above. Nothing set forth in this subsection 19.b. shall limit the School District's rights under subsection 19.c.

c. *Remedies.* If the Contractor does not cure the Event of Default within the period allowed by the School District, or if the Contractor commits or permits an Event of Default for which subsection 19.b. above provides no notice or period of cure, then the School District may, without further notice or demand to the Contractor, and without waiving or releasing the Contractor from any of its obligations under this Contract, invoke and pursue any or all of the following remedies:

- i. terminate this Contract by giving the Contractor a Termination Notice.
- ii. perform, or cause a third party to perform, this Contract, in whole or in part. The Contractor shall be liable to the School District, as damages, for all expenses incurred by the School District or a third party pursuant to this subsection 19.c.ii., together with interest at the prime rate of interest as published from time to time by the *Wall Street Journal*, plus five percentage points (5.0%). The School District shall not in any event be liable for inconvenience, expense, loss of profits or other damage incurred by the Contractor due to the School District's performance or paying such costs or expenses.
- iii. withhold payment of, or offset against, any funds payable to or for the benefit of the Contractor.
- iv. collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of the Contractor.
- v. any other legal or equitable remedy available to the School District, including but not limited to a legal action for breach and damages against the Contractor.

d. *Specific Performance.* The Contractor's Work and Materials represent unique services and things, not otherwise readily available to the School District. Accordingly, the Contractor acknowledges that, in addition to all other remedies, the School District shall have the right to enforce the terms of this Contract by a decree of specific performance or an injunction, or both, restraining a violation, or attempted or threatened violation, of any term, covenant or condition set forth in of this Contract, without the necessity of posting bond or other security or of proving the inadequacy of money damages.

e. *Concurrent Pursuit of Remedies.* The School District may exercise any or all of the remedies set forth in this Section 19, each of which the School District may pursue separately or in conjunction with any other remedy or remedies, as the School District shall determine. The School District may in its sole discretion elect not to exercise any of the above remedies and may permit the Contractor to continue to perform the Work. No extension or indulgence granted by the School District to the Contractor shall operate as a waiver of any of the School District's rights in connection with this Contract.

20. Termination for Convenience. The School District may terminate this Contract for its convenience, that is, for any reason or for no reason at all, at any time, in its sole discretion, without penalty, cost or liability to the School District, by delivering a Termination Notice upon fourteen (14) days prior notice to the Contractor of the School District's termination of this Contract. If the School District terminates this Contract, the School District shall pay the Contractor for any Work satisfactorily completed before the effective date of termination, but in no event shall the Contractor have any right to receive costs caused by or related to loss of profits for Work that the Contractor did not perform because of the early termination, or for loss of profits for services the Contractor could have performed for other Persons absent its engagement under this Contract.

a. *Contractor Actions upon Termination.* Upon receipt of a Termination Notice from the School District under Sections 6, 19, or 20 above, the Contractor shall take immediate action to effect the orderly discontinuance of the Work. The Contractor shall collect, assemble and transmit to the School District, at the Contractor's sole expense, all Materials developed under this Contract. The Contractor shall clearly label and index to the satisfaction of the School District all such Materials, and shall deliver all such Materials to the School District within thirty (30) days after receipt of a Termination Notice, or in such shorter period as the School District may specify in its Termination Notice.

21. Notices. Except as expressly provided to the contrary in any other Section of this Contract, the Parties shall give all notices, waivers, consents and approvals required under this Contract in writing. The Parties shall deem any notices, waivers, consents and approvals duly given (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (*e.g.*, Federal Express, United Parcel Service), or refused upon courier's attempt to deliver; or (c) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case the Parties shall send notices to the other Party's representative as set forth in and at the addresses set forth in Section 6 of the Agreement for Services. The Parties shall not transmit notices required under or in connection with this Contract by electronic mail, unless the transmission clearly and prominently states in bold-faced text set off for immediate visibility, "this is a legal notice under Contract". Each Party may change its designee for receipt of notice in Section 6 of the Agreement for Services, by giving notice thereof to the other Party in conformity with this Section 21.

22. Representations and Warranties. Effective as of the execution and delivery of this Contract and throughout the Term, the Contractor makes the following representations, warranties and covenants to the School District:

REQUEST FOR PROPOSAL (RFP) NG10265

a. It has all necessary power and authority to execute, deliver and perform this Contract and has completed all actions necessary in order duly to authorize the execution, delivery and performance of this Contract, including duly authorizing the Person who signs this Contract to do so on its behalf.

b. This Contract, when executed and delivered, shall constitute a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

c. The Contractor is financially solvent, can and shall pay all its debts as they mature, and possesses working capital sufficient to carry out the Work.

d. The Contractor owns or has duly and validly licensed from a third party the Materials and any other materials used by the Contractor in carrying out the Work; the Contractor's use or delivery thereof to the School District in connection with this Contract, and any use thereof by the School District as contemplated by this Contract, does not and shall not violate any third party's copyright, patent, trademark, trade secret or other proprietary right.

e. The Contractor is and shall be, at all times during the Term, duly qualified to transact business in the Commonwealth and professionally competent and duly licensed to carry out the Work, if the performance of the Work requires any license or licenses.

f. The Contractor and any other Person controlling, controlled by, or under common control with the Contractor are not currently indebted to the City or the Commonwealth for or on account of any delinquent taxes, or other indebtedness or obligations, including but not limited to any taxes imposed, levied, authorized or assessed by the Commonwealth or the City, including any tax imposed, levied, authorized or assessed for or on behalf of the School District, for which no written settlement agreement or payment plan with the City, or the Commonwealth, as the case may be, has been executed and delivered.

g. Neither the Contractor nor any of its principals or Subcontractors, nor any other Person controlling, controlled by, or under common control with, the Contractor, are under suspension or debarment, have received official notice of commencement of proceedings for debarment or have been declared ineligible for contracts, bids, RFPs or contract awards by the Commonwealth, the City, any Federal agency or any school district.

The Contractor shall provide immediate written notice to the Responsible Official if at any time during the Term the Contractor learns that any of these representations, warranties or covenants was or has become erroneous.

23. Definitions. Except as expressly provided to the contrary elsewhere in these Standard Terms and Conditions or in the Agreement for Services, capitalized terms shall have the meanings specified in this Section 23. In the event of a conflict between a definition in these Standard Terms and Conditions and the Agreement for Services, the definition in the Agreement for Services shall apply. In the event of a conflict between a definition in any exhibit, addendum

REQUEST FOR PROPOSAL (RFP) NG10265

or attachment to the Agreement for Services and a definition in these Standard Terms and Conditions, the definition in these Standard Terms and Conditions shall apply.

a. *Agreement for Services.* “Agreement for Services” means the instrument headed “Agreement for Services,” which forms a part of this Contract and sets forth certain of the terms, covenants and conditions specific to the Contractor’s engagement.

b. *Applicable Law.* “Applicable Law” means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, School District rules, regulations and policies applicable to the School District, the Contractor and the Work, and includes all applicable case law, court orders, injunctions and consent decrees.

c. *City.* “City” has the definition set forth above in subsection 4.a.

d. *Commission.* “Commission” has the definition set forth above in subsection 4.a.

e. *Commonwealth.* “Commonwealth” has the definition set forth above in subsection 1.1.

f. *Compensation.* “Compensation” has the definition set forth in Section 4 of the Agreement for Services.

g. *Contract.* “Contract” has the definition set forth in the preamble of the Agreement for Services, which includes the instruments integrated into and forming a part of this Contract, *i.e.*, the Agreement for Services, Exhibit “A”, Exhibit “B”, if any, these Standard Terms and Conditions and any other Exhibit incorporated into this Contract as set forth in the Agreement for Services.

h. *Event of Default.* “Event of Default” means those events defined and identified above in subsection 19.a.

i. *FERPA.* “FERPA” has the definition set forth above in subsection 16.b.

j. *Materials.* “Materials” means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics and other data, computer tapes, computer programs, software, and other tangible work product, materials or goods prepared, supplied or developed by the Contractor as part of or in connection with the Work, or for the Contractor by a Subcontractor in connection with the Work, and deliverable or delivered to the School District by the Contractor or its Subcontractor pursuant to this Contract.

k. *Party; Parties.* A “Party” means either the School District or the Contractor; the “Parties” means the School District and the Contractor.

l. *Person.* “Person” means any individual, association, partnership, limited

partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

m. *Responsible Official*. “Responsible Official” means the School District official named in Section 6 of the Agreement for Services.

n. *Subcontract; Subcontractor*. “Subcontract” means a contract made between the Contractor and a Subcontractor providing for the completion of some part or parts of the Work or Materials by a Subcontractor. “Subcontractor” means a Person performing under a contract with the Contractor a part of the Work or Materials that the Contractor has agreed to carry out pursuant to this Contract.

o. *Tax Policy*. “Tax Policy” has the definition set forth above in subsection 4.a.

p. *Term*. “Term” has the definition set forth in Section 3 of the Agreement for Services.

q. *Termination Notice*. “Termination Notice” means a notice given to the Contractor by the School District of its intent to terminate the Contract under the terms of Sections 6, 19 or 20 and specifying the effective date of the termination of the Contract.

r. *Work*. “Work” has the definition set forth in Section 1 of the Agreement for Services and includes any relevant exhibits or addenda forming part of this Contract.

Unless otherwise expressly defined in this Contract, words that have well-established technical meanings or definitions in the field of public primary and secondary education have the same well-established meanings or definitions when used in this Contract.

24. *Miscellaneous*.

a. *Applicable Law; Venue*. The Parties, and any court or other tribunal, shall construe and enforce this Contract under the laws of the Commonwealth, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsman. In the event that the Parties cannot amicably resolve any dispute and a Party resorts to legal action, that Party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania. The Parties irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which they may now or hereafter have, including any claim of *forum non conveniens* or similar doctrine or theory, to venue in the state or federal courts sitting in Philadelphia, Pennsylvania and each of the Parties consents to the personal jurisdiction of such courts, and of the appropriate appellate courts therefrom, and to service of process upon them in accordance with the rules and statutes governing service of process in any such suit, action or proceeding.

b. *Headings*. Section headings in this Contract serve for reference only and shall not in any way affect the meaning or interpretation of this Contract.

c. *Order of Precedence.* In the event of conflict or variation between the Standard Terms and Conditions or the Agreement for Services and any other exhibit, addendum or attachment, the Standard Terms and Conditions or the Agreement for Services, as the case may be, shall govern. In the case of conflict or variation between the Standard Terms and Conditions and the Agreement for Services, the Agreement for Services shall govern.

d. *Severability.* If a court holds any term, covenant or condition of this Contract invalid, such holding shall not affect or impair the validity of any other term, covenant or condition of this Contract, which the Parties hereby deem severable and which shall remain in full force and effect.

e. *Survival.* Any and all provisions of this Contract which contemplate performance by a Party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation provisions relating to ownership of Materials and indemnification.

f. *Waiver.* No one shall or may find, hold or determine that a Party has waived any term, covenant or condition set forth in this Contract, any Event of Default, or any remedy set forth in this Contract, unless that Party has set forth its waiver in a writing signed by that Party.

g. *No Third Party Beneficiaries.* The Parties do not intend to create, and no Party, court, tribunal or Person shall construe anything set forth in this Contract to create, any contractual relationship with, or to give a claim, right, cause of action or remedy in favor of, any third party against either Party. The Parties do not intend that anything in this Contract benefit any third party.

h. *Entire Agreement; Amendment.* This Contract includes all exhibits, schedules and addenda, if any, referred to herein, all of which the Parties hereby incorporate by reference, unless otherwise specified herein. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements concerning the subject matter of this Contract, all of which the Parties have fully integrated herein. The Parties acknowledge and agree that no metadata, which includes any agreements, offers, promises, negotiations, or representations occurring solely in metadata, form any part whatsoever of this Contract, and shall not, as between the Parties, form any part of the evidence when interpreting the terms and conditions of this Contract. This Contract supersedes any prior or contemporaneous course of conduct, performance or dealing between the Parties. The Contractor has not, does not and shall not rely on any statement or representation of the School District other than those expressly set forth in this Contract. No amendment or modification changing this Contract's scope or terms shall have any force or effect unless executed and delivered in writing and signed by both Parties.

i. *Counterparts; Electronic Signatures.* The Parties may execute and deliver this Contract in any number of counterparts, each of which the Parties shall deem an original, and all of which shall constitute, together, one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Contract. This Contract and any true, correct,

REQUEST FOR PROPOSAL (RFP) NG10265

and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method, and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means. For avoidance of doubt, any true, correct, and complete counterpart may be converted from paper to electronic form, or from electronic form to paper, and such converted true, correct, and complete counterpart shall be deemed an original for transmission, execution, delivery and retention under the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 *et seq.*

j. *Interpretation; Number, Gender.* The words “herein” “hereof” and “hereunder” and other words of similar import refer to this Contract as a whole, and not to any particular Section, subsection or clause in this Contract. Whenever the context requires, the Parties shall construe words used in the singular to include the plural and vice versa, and pronouns of any gender to include the masculine, feminine and neuter genders.

APPENDIX H: SIGNATURE PAGE

DATE: _____

RFP NO.: NG10265

RFP FOR: ACT 158 Industry Recognized Credentials Services

PROPOSAL DUE DATE, TIME: May 16, 2023 11:00 AM EST

OFFER:

The undersigned hereby offers to sell to The School District of Philadelphia the commodities or services indicated in the following pages of this Proposal at the price(s) quoted, in complete conformity with all conditions, specifications, and terms set forth in the RFP. All Proposals shall remain open, valid offers for a period of <180> days from the Proposal Due Date.

The person who signs this document must have actual authority legally to bind and obligate the Proposer. A signature on this document indicates that the Proposer accepts all School District of Philadelphia terms and conditions, and that any and all other terms and conditions submitted by the Proposer are null and void, even if such terms and conditions may purport to provide to the contrary. The Proposer's signature also certifies that the Proposer has made no alterations or substitutions of any of the RFP documents.

Please direct any questions regarding this proposal to:

Name: Pascal Marcellus
E-mail.: [REDACTED]@philasd.org

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

NAME: _____ TITLE: _____

ADDRESS: _____

(CITY) _____ (STATE) _____ (ZIP) _____

TELEPHONE: _____ FAX: _____

APPENDIX I: EQUAL OPPORTUNITY IN HIRING

EQUAL OPPORTUNITY: NON-DISCRIMINATION IN HIRING/ NON-DISCRIMINATING CONTRACTING

NOTICE

The Proposer or Contractor shall not discriminate, nor permit discrimination, against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veteran status, or limited English proficiency in the performance of the Work or the Contract, including, but not limited to, carrying out any of the Work, or the preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of evidence of such discrimination by the Proposer or Contractor or its agents, employees, subcontractors or representatives, the School District shall have the right to terminate negotiations or the Contract. In the event that the Proposer or Contractor, after notice, continues its refusal to comply with this anti-discrimination provision, the School District may by notice remove the Proposer or Contractor from the list of approved contractors of the School District.

_____ (Seal)
(Name of Firm)

_____ (Seal)
(Signature of Owner or Partner)

APPENDIX J: NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Anti-Bid-Rigging Act, 73 P.S. § 1611 *et seq.*, governmental agencies may require submission of Non-Collusion Affidavits with Proposals.
2. The member, officer or employee of the Proposer who makes the final decision on price(s) and the amount quoted in the Proposal must execute this Non-Collusion Affidavit.
3. Bid or Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Proposals remain unlawful and may subject participants to criminal prosecution. The person who signs the Non-Collusion Affidavit must and shall examine the Affidavit carefully before signing, and assure himself or herself that each statement is true and accurate, making diligent inquiries, as necessary, of all other persons employed by or associated with the Proposer who have any responsibility for the preparation, approval or submission of the Proposal.
4. In the case of a Proposal submitted by a joint venture, the Proposal documents must identify clearly each party to the venture, and each such party must separately sign and submit a Non-Collusion Affidavit with the Proposal documents.
5. Individuals may not participate in any manner in the preparation or submission of Proposals on behalf of more than one legal entity. Any individual participating in the submission of a Proposal as a member of a joint venture shall not submit a Proposal in his or her individual capacity. Each Proposer shall disclose, on a separate sheet or sheets attached to the affidavit, a written description of each and every legal relationship or affiliation that it has with the shareholders, directors, officers, or employees of any other potential Proposers for this RFP.
6. The term "complementary" as used in the Affidavit has the meaning commonly associated with the term in the Request for Proposals or competitive bidding processes. This includes the knowing submission of proposals higher than the proposal of another firm; any intentionally high or non-competitive proposal; and any other form of proposal submitted for the purpose of giving a false appearance of competition.
7. **Failure to file a notarized Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposer and its Proposal.**

REQUEST FOR PROPOSAL (RFP) NG10265

Non-Collusion Affidavit

State of _____

Contract//RFP No: _____

County of _____.

I am _____ of

_____ **[Name of firm]** I am authorized to execute this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I further state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or Proposer, or any potential contractor, vendor or Proposer. Neither the actual or approximate price(s), nor the amount of this Proposal, have been disclosed to any other firm or person who is an actual or potential contractor, vendor or Proposer.
- (2) We have made no attempt and will make no attempt to induce any firm or person to refrain from competing for this contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal. This Proposal is made in good faith and not pursuant to any agreement, discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive proposal.
- (3) _____ **{Name of firm}**, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or competing for any public contract, except as follows:
_____.

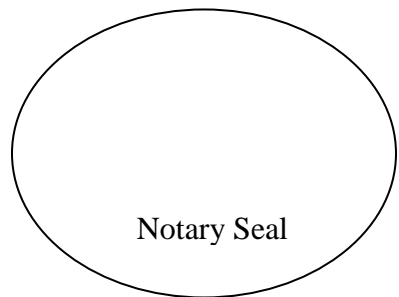
I state that _____ **[Name of firm]** understands and acknowledges that the above representations are material, and will be relied on by The School District of Philadelphia in awarding the contract or contracts for which we have submitted our Proposal. I understand and my firm understands that any misstatements in this affidavit are and shall be treated as fraudulent concealment from The School District of Philadelphia of the true facts relating to the submission of our Proposal pursuant to the School District's Request for Proposals, and any contract awarded to us.

{Contractor signature}

{Name and Company Position}

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Signature: _____



Notary Seal

APPENDIX K: COOPERATIVE PURCHASING

INTERGOVERNMENTAL COOPERATIVE PURCHASING

Pursuant to Section 1902 of Act 57 of May 15, 1998, as amended, 62 Pa. C.S. 1902, the Commonwealth Procurement Code, local public procurement units, local municipalities, and authorities have authority to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction, with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such a local public procurement unit is defined as: a political subdivision, public authority, tax-exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.

Local Public Procurement Units located within the County of Philadelphia, or as otherwise agreed by the School District and the Contractor may, at their respective discretion, avail themselves of the contract or contracts awarded by the School District, provided the Contractor then agrees.

The terms and conditions of the Contract apply in full, except that, unless identified in an Exhibit or Schedule, quantities of items identified above do not include any requirements for such Local Public Procurement Units. Their requirements, if any, will be identified by the Local Public Procurement Unit through direct communications with the Contractor. All orders, invoices, payments, and related transactions will be made directly between the Contractor and individual Local Public Procurement Units.

Proposer shall respond to the following question by initialing at the appropriate place. Responses are required but shall not affect the award of the contract.

The provisions of this Proposal or Contract; price; delivery; terms and conditions, may be extended to any and all Local Public Procurement Units on a cooperative purchasing basis for the duration of the Contract.

_____ YES

_____ NO

(Name of Firm) (Seal)

(Signature of Owner or Partner) (Seal)

APPENDIX L: VENDOR CODE OF ETHICS

THE SCHOOL DISTRICT OF PHILADELPHIA VENDOR CODE OF ETHICS

The School District of Philadelphia ("SCHOOL DISTRICT"), through its Office of Procurement Services ("OPS"), is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, OPS requires each Contractor who seeks to do business with the SCHOOL DISTRICT to subscribe to this Vendor Code of Ethics.

- A Proposer's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Proposer will not discuss or consult with other Proposers intending to bid on the same contract or similar SCHOOL DISTRICT contract for the purpose of limiting competition.
- A Proposer will not disclose the terms of its bid or proposal, directly or indirectly, to any other competing Proposer prior to the closing date for bids or proposals.
- A Proposer will not make any attempt to induce any individual or entity to submit or not to submit a bid or proposal.
- A Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- A Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- A Contractor will properly, accurately and fairly record all financial transactions with the SCHOOL DISTRICT in its books, journals, ledgers and/or other appropriate records.
- A Contractor will not offer or give any gift, item or service of value, directly or indirectly, to an SCHOOL DISTRICT employee, Board of Education (the "Board") member, SCHOOL DISTRICT consultant or contractor employed in connection with the subject matter of the bid or proposal or to any member of their immediate families. This restriction also applies to any family member, employee, BOARD member, SCHOOL DISTRICT consultant and/or contractor employed in connection with SCHOOL DISTRICT.
- A Contractor will not, without the prior written consent of the SCHOOL DISTRICT, initiate, negotiate or render an offer of employment to any SCHOOL DISTRICT employee who is directly concerned with, or personally participating on behalf of the SCHOOL DISTRICT with respect to any procurement or other matter involving the Contractor.
- A Contractor will not cause, influence or attempt to cause or influence any SCHOOL DISTRICT employee or BOARD member: (i) in any member which might tend to impair his/her objectivity or independence of judgment; or (ii) to use or attempt to use his/her official position to secure any unwarranted privileges or advantage for that Contractor or for any other person.
- A Contractor will comply with the SCHOOL DISTRICT's Anti-Discrimination Policy regarding inclusion of Small Women/Minority Owned Businesses in School District contracts.

(Name of Firm) (Seal)

(Signature of Owner or Partner) (Seal)

APPENDIX M: VENDOR TAX COMPLIANCE POLICY

1. It is the policy of the School District of Philadelphia that a competitive process is required for all contracts over \$15,000 unless (a) the School District is required by law to enter into a contract regardless of tax compliance; or (b) there is a strong countervailing reason approved by the Deputy Superintendent or the Chief Operating Officer, and the Board of Education is notified at the time of the approval.
2. It is the policy of the School District to ensure that firms, businesses and other legal entities receiving School District contracts are current in their payment of City of Philadelphia ("City") taxes or other indebtedness owed to the City, including but not limited to taxes collected by the City on behalf of the School District, at the time of the contract award.
3. Whenever a proposed Contractor, bidder, responder or contracting party is awarded a contract, the Contractor, bidder, responder or contracting party shall produce to the School District a Certificate that the Contractor, bidder, responder or contracting party is compliant with any tax obligations or an Affidavit that the Contractor, bidder, responder or contracting party is not subject to or liable for any City or School District taxes or other indebtedness owed to the City and/or the School District.
4. Generally, the Board of Education ("BOARD") of the School District will not authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of the contract award.
5. The BOARD reserves the right or option to award a School District contract to the apparent lowest or successful Contractor, bidder, responder or contracting party who does not provide a Certificate of Tax Clearance to the School District if the BOARD determines, in its sole discretion, that award of the contract to the apparent lowest or successful vendor, bidder, responder or contracting party is in the best interest of the School District, or required under applicable Federal or State laws, regulations or rulings. The BOARD also reserves the right or option to set off or offset the amount of any City taxes or other indebtedness owed to the City and/or School District against any payment or payments due to the apparent lowest or successful vendor, bidder, responder or contracting party under any contract with the School District.
6. The BOARD or the School District reserves the right or option to set off or offset the amount of any City taxes or other indebtedness owed to the City and/or the School District against any payment or payments due to a firm, business or legal entity under any contract with the School District.
7. The BOARD may authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of the contract award, if the BOARD determines, in its sole discretion, that award of the contract of the firm, business or other legal entity is in the best interest of the School District, or required under applicable Federal or State laws, regulations or rulings.
8. The BOARD, in its sole discretion, may authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or others indebtedness owed to the City and/or the School District at the time of contract award and that has entered into a satisfactory arrangement with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City and/or the School District. The firm, business or other legal entity must provide written proof of this satisfactory arrangement with the City before the authorization of the award of the contract.
9. The Chief Financial Officer will be responsible for monitoring and overseeing the School District's implementation and enforcement of the Tax Compliance of Vendors Policy.

New Tax Compliance Provisions

RFPS, RFQs and Bids

Tax Compliance. It is the policy of the School District of Philadelphia (“School District”) to ensure that firms, businesses and other legal entities receiving School District contracts are current in their payment of City of Philadelphia (“City”) taxes and School District taxes or other indebtedness owed to the City or the School District, including but not limited to taxes collected by the City on behalf of the School District, at the time of contract award. Pursuant to SRC Resolution SRC-2 dated February 21, 2013, the School District’s School Reform Commission (“SRC”) has adopted a Tax Compliance of Vendors Policy which provides that generally, the SRC will not authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of contract award. Attached is the Tax Compliance of Vendors Policy.

1. Comply with Tax Compliance Policy. All firms, businesses and other legal entities wanting to receive a School District contract or receiving a School District contract shall comply with all of the terms and conditions of the Tax Compliance of Vendors Policy.
2. Check for Tax Compliance Before School District Contract Award.
 - A. Before submitting a Proposal, Quotation, Quote or Bid, the Proposer, Contractor or Bidder shall check its tax compliance status with the City Revenue Department Tax Clearance Unit by going to the City Revenue Department website for tax compliance system (<https://secure.phila.gov/revenue/taxcompliance/>), selecting “Vendor/Contractor” as the reason for compliance, and then submitting its name, type and tax identification number.
 - B. The City Revenue Department online tax compliance system will verify the tax compliance of the Proposer, Contractor or Bidder. If the Proposer, Contractor or Bidder is in compliance, then the Proposer, Contractor or Bidder shall print out a “Certificate of Tax Clearance” and include the “Certificate of Tax Clearance” in its Proposal, Quotation, Quote or Bid.
 - C. The City Revenue Department online tax compliance system will advise the Proposer, Contractor or Bidder if it is not in compliance and how to contact the City Revenue Department to resolve non-tax compliance issues. If the Proposer, Contractor or Bidder is not in compliance, then the Proposer, Contractor or Bidder shall contact the City Revenue Department Tax Clearance Unit directly (at telephone number 215-686-██████), identify itself as a School District Contractor, and resolve the non-tax compliance issue before the BOARD authorizes the award of the School District contract.
 - D. Generally, a Proposer, Contractor or Bidder will not receive a School District contract award until it has submitted proof of its tax compliance in the form of a “Certificate of Tax Clearance” to the School District. Generally, the BOARD will not authorize the award of a School District contract to a Proposer, Contractor or Bidder that has not submitted a “Certificate of Tax Clearance” to the School District. Generally, the School District will not enter into a contract with a Proposer, Contractor or Bidder that has not submitted a “Certificate of Tax Clearance” to the School District. Failure by a Proposer, Contractor or Bidder to include the “Certificate of Tax Clearance” in its Proposal, Quotation, Quote or Bid may make the firm, business or other legal entity a “non-responsible” Proposer, Contractor or Bidder for award of a School District contract. Failure by a Proposer, Contractor or Bidder to provide a “Certificate of Tax Clearance” to the School District within

REQUEST FOR PROPOSAL (RFP) NG10265

the time period required by the School District may make the Proposer, Contractor or Bidder ineligible to receive an award of a School District contract.

3. Provide Proof of City Satisfactory Arrangement, Settlement Agreement or Payment Plan; Continue to Comply with said Arrangement, Agreement or Plan.
 - A. The Proposer, Contractor or Bidder shall provide written proof to the School District of its satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The Proposer, Contractor or Bidder shall not receive a School District contract award until it provides written proof of said City satisfactory arrangement, settlement agreement or payment plan to the School District.
 - B. The successful Proposer, Contractor or Bidder shall be required under the awarded School District contract to continue to comply with said City satisfactory arrangement, settlement agreement or payment plan during the duration of said contract.

4. BOARD Reserves Right or Option to Award School District Contract to Non-Tax Compliant Firm, Business or Other Legal Entity.
 - A. The BOARD reserves the right or option to award a School District contract to a Proposer, Contractor or Bidder that has not submitted a "Certificate of Tax Clearance" to the School District if the BOARD determines, in its sole discretion, that award of said contract to the Proposer, Contractor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings.
 - B. The BOARD reserves the right or option to award a School District contract to the apparent lowest or successful Proposer, Contractor or Bidder that does not provide a "Certificate of Tax Clearance" to the School District if the BOARD determines, in its sole discretion, that award of said contract to the apparent lowest or successful Proposer, Contractor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings.
 - C. The BOARD reserves the right or option to award a School District contract to a Proposer, Contractor or Bidder that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City or the School District at the time of contract award if the BOARD determines, in its sole discretion, that award of said contract to the Proposer, Contractor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings.
 - D. The BOARD reserves the right or option to award a School District contract to a Proposer, Contractor or Bidder that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City or the School District at the time of contract award if the Proposer, Contractor or Bidder has entered into a satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The Proposer, Contractor or Bidder shall provide written proof of said City satisfactory arrangement, settlement agreement or payment plan to the School District before the BOARD authorizes the award of said contract.

REQUEST FOR PROPOSAL (RFP) NG10265

- E. The BOARD reserves the right or option to award a School District contract to a Proposer, Contractor or Bidder that is in default of any satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District if the BOARD determines, in its sole discretion, that award of said contract to the Proposer, Contractor or Bidder is in the best interest of the School District, or is required under applicable Federal, State or Local laws, codes, regulations or rulings
5. BOARD or School District Reserves Right or Option to Set Off or Offset Delinquent Tax or Other Indebtedness against Contract Payment; Agreement to said Set Off or Offset.
- A. The BOARD or the School District reserves the right or option to set off or offset the amount of any City or School District tax or taxes or other indebtedness owed to the City or the School District against any payment or payments due to the successful Proposer, Contractor or Bidder under any contract with the School District.
- B. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may set off or offset the amount of any City or School District tax or taxes or other indebtedness owed to the City or the School District against any School District payment or payments due under any School District contract.
- C. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may set off or offset the amount of any City or School District tax or taxes or other indebtedness owed to the City or the School District against any School District payment or payments due under any School District contract if the successful Proposer, Contractor or Bidder breaches the tax indebtedness representation, warranty and covenant in said contract.
6. BOARD or School District Reserves Right or Option to Withhold Contract Payment; Agreement to said Withholding.
- A. The BOARD or the School District reserves the right or option to withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder is delinquent in the payment of City or School District tax or taxes or other indebtedness owed to the City or the School District. The BOARD or the School District further reserves the right or option to continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.
- B. The BOARD or the School District reserves the right or option to withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder is in default of a satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The BOARD or the School District further reserves the right or option to continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.
- C. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may withhold payment or payments

REQUEST FOR PROPOSAL (RFP) NG10265

due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder is delinquent in the payment of City or School District tax or taxes or other indebtedness owed to the City or the School District. The successful Proposer, Contractor or Bidder shall further agree under the awarded School District contract that the School District may continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.

- D. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder is in default of a satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District. The successful Proposer, Contractor or Bidder shall further agree under the awarded School District contract that the School District may continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.
- E. The successful Proposer, Contractor or Bidder shall agree under the awarded School District contract that the School District may withhold payment or payments due to the successful Proposer, Contractor or Bidder under any School District contract if the successful Proposer, Contractor or Bidder breaches the tax indebtedness representation, warranty and covenant in said contract. The successful Proposer, Contractor or Bidder shall further agree under the awarded School District contract that the School District may continue said withholding until the City Revenue Department notifies the School District that the successful Proposer, Contractor or Bidder is tax compliant.

7. Good Faith Contest.

- A. The successful Proposer, Contractor or Bidder shall be permitted under the awarded School District contract to, in good faith, contest the amount of Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, the City or the School District.
- B. The successful Proposer, Contractor or Bidder shall be required under the awarded School District contract to diligently and expeditiously proceed to resolve the matter with the City, or the Commonwealth of Pennsylvania, as the case may be, in order to reach a satisfactory settlement agreement or payment plan with the City, or the Commonwealth of Pennsylvania, as the case may be.
- C. The successful Proposer, Contractor or Bidder shall be required under the School District contract to expeditiously pay all uncontested obligations.

APPENDIX N: PRE-PROPOSAL CONFERENCE

Please forward your acknowledgment of receipt of the attached Request for Proposals to:

Pascal Marcellus
Office of Procurement Services
The School District of Philadelphia
The Education Center
440 N. Broad Street
Philadelphia, Pennsylvania 19130
Office: 215.400.██████
Facsimile: 215.400.4381
E-mail: ██████@philasd.org

Organization Name: _____ has received the Request for Proposal for: NG10265 ACT 158 Industry Recognized Credentials Services

At this time, the organization intends to:

- Submit a Proposal
- Not Submit a Proposal
- Attend the Vendor's Conference (if applicable)
- Not Attend the Vendor's Conference (if applicable)

Signature: _____

Title: _____

Date: _____

Please return this form to **Pascal Marcellus** no later than 11:00AM EST May 16, 2023 via email or facsimile: 215.400.4381.

Appendix O

School District of Philadelphia

Technology Specifications

Overview

The School District of Philadelphia ("District") seeks a technology-based enterprise platform and/or service that collectively represents a turnkey solution (hereafter referred to as simply, "solution"). Understanding that the District's primary focus is K-12 education, the District is looking for a solution that includes all key resources for successful deployment, implementation, and ongoing support and maintenance. The responder should fully enumerate all one-time and recurring resources, costs, and requirements that would be assumed either partially or fully by the District in terms of technology procurement and support.

The District expects the responding vendor to focus and expand on the technology components of the proposed solution and has included pertinent background information on the following:

- ❖ 1. Network Specifications
- ❖ 2. Delivery Model
- ❖ 3. Data Protocols
- ❖ 4. Application Integration
- ❖ 5. Support and Service Level Agreements
- ❖ 6. Miscellaneous

It should be noted that portions of this appendix and the included informational sections may not be applicable to a vendor's solution, but has been included for completeness and full disclosure of the School District's IT infrastructure and systems environment.

1. Network Specifications

All District-operated school and administrative facilities support universal access to the Internet through local-area networks utilizing TCP/IP and standards-based non-proprietary protocols and transports. The District's network infrastructure includes several "intrusive" gateway components including firewalls, proxies, content filtering, traffic management and packet inspection technology. Network addressing is accomplished through the exclusive use of private IP addresses (i.e. 10.x.x.x), in conjunction with 1-to-MANY network address translation at the Internet gateway.

Minimally, each classroom and office location contains two (2) hardwired 1-Gbps switched Ethernet connections and all school facilities generally support building-wide 802.11ac WiFi wireless connectivity. Each school and administrative facility is connected to a fiber-optic metropolitan-area network through a 20-Gbps upstream connection, with all District facilities sharing 40-Gbps commodity Internet service, in addition to 10-Gbps Internet2 connectivity.

All proposal responses should specify detailed requirements for network connectivity and bandwidth capacity as well as ancillary requirements (if any) for specialized network or administrative services such as remote VPN access, firewall policy exemptions, or customized LAN configurations.

Technical considerations for compatibility with the District's network environment:

- Solution must be capable of working in a network proxy and network address translation (NAT) environment.
- Solution should require only the use of TCP service ports 80 (http) and/or 443 (https).

REQUEST FOR PROPOSAL (RFP) NG10265

- Solution robustness and capacity should be verifiable via web performance and load testing software/service reporting, and capable of sustaining adequate simultaneous client/web connections for the intended use/audience.
- Hosted solutions should be equipped to provide increased bandwidth on demand, as needed.
- Should support connectivity by both IPv4 and IPv6 protocols.
- Should not require the use of Multicast protocols.

It should be noted that while the District maintains a fairly robust and highly-available technology and communications infrastructure for District-operated schools, no assumptions should be made concerning other public, private, or partnership school facilities, including Charter schools and Early Childhood centers. These locations operate and are maintained independently from the District in terms of technology and connectivity.

2. Delivery Model

2.1. Hosting

The District requires a hosted service delivery model such as an *Application Service Provider (ASP)*, *Software as a Service (SaaS)*, or Internet cloud-based model for hosting of vendor's solution. The proposed technology solution must not require or rely on the use of local on-premise server(s) or server appliance(s) other than those discussed elsewhere in this Appendix. Vendor should be prepared to provide information on the hosting facility, such as hosting company name, contact person, contact number and service level agreements that exist between respective companies.

2.2. Delivery Model Cost Breakdown (illustrative example only – include all costs, fees and resource needs that must be assumed by the District for the proposed solution(s))

- Hardware, Server and/or Software Acquisition Costs
- Installation Costs
- Application Licensing Fee(s)
- Database Licensing Fee(s)
- Maintenance Costs for Hardware and/or Software
- Maintenance Costs for Database(s)
- Technical Support Fee(s)
- Training Expenses
- Costs for Vendor Help Desk or Customer Support Center
- Vendor Programming Personnel Costs (estimate): *hrs. x \$/hr. = total*
- Vendor Consulting Services Costs (estimate): *hrs. x \$/hr. = total*
- School District of Philadelphia IT Personnel Maintenance Resources (estimate): *hrs.*
- 3rd-Party Software Expenses
- Disaster Recovery and/or Business Continuity Expenses
- Other Costs or Expenses (e.g Input Devices, Consumables, SSL Certificates, Online Storage, Offline Backup/Archival etc.)

3. Data Protocols

3.1. Data Ownership

The District assumes the term *Data* shall mean all information, whether or not confidential, entered into software or equipment by or on behalf of the School District and information derived from such information, including as stored in or processed through the equipment or software, including, without limitation, all data and information submitted to a vendor by the School District. All responding vendors should be aware that all School District Data shall remain the sole and proprietary property of the School District in perpetuity, throughout and beyond the term of any agreement.

Vendor shall not allow Data to be transferred or stored in any form, including physically or electronically, outside of the United States or its territories. Further, Vendor shall not permit its employees, contractors or service providers, to access District Data from outside of the United States or its territories, for any purpose including but not limited to use for call centers, help desks, technical support, system configuration, hosting, maintenance, troubleshooting or disaster recovery.

The School District requires that the Data owned by the District must be transferable to the District in a usable format and should include an Entity Relationship Diagram and Data Dictionary. It should also include the ability to roll off data to retrievable archives and the ability to load historical data for

reporting purposes.

No vendor shall be permitted to destroy or cause to be destroyed; any School District Data unless otherwise permitted by the District through prior expressed written consent. At any time during the term of any subsequent agreement resulting from this RFP, the School District may request copies of or access to, all or any subset of School District Data.

Upon termination of any agreement for any reason, within a time period to be set at the time of contract negotiations, the awarded vendor agrees to return in an industry-standard and District approved format, media containing all School District Data currently in the possession of the vendor and/or its subcontractors. Upon completion of the return of all Data to the District, the awarded vendor will then take all reasonable efforts to securely destroy and dispose of all School District Data in its possession or in the possession of its subcontractors.

The District must be notified immediately in the event of any type of data breach and the awarded vendor will satisfy applicable data retention requirements as set forth by the District.

3.2. Compliance

Vendor will be required to adhere to all local (Philadelphia County), state (Pennsylvania), and federal laws and regulations as applicable, including, but not limited to FERPA, COPPA, CIPA, CIPA-2, HIPAA and ADA.

The School District of Philadelphia is committed to providing access to our electronic information, including our websites, for individuals with disabilities in accordance with all applicable State and Federal laws. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 require us to ensure that anyone with disabilities seeking information or services from us, have access to and use of information and data that is comparable to the access and use by any other members of the public who are not individuals with disabilities. This requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted or otherwise made available by the School District, to its students, staff and/or community members. Responders to this solicitation shall be equally responsible and contractually bound to ensure their product and service offerings are accessible pursuant to the aforementioned laws. The School District's website accessibility standards can be found here: <https://www.philasd.org/administrative-procedures-for-website-accessibility/>.

3.3. Data Interchange

All external data interchange will require protocols and transports containing strong certificate-based encryption (minimal 256-bit, RSA minimal 2048-bit) such as HTTPS, FTPS, SFTP, SSH, or TLS (1.2 or newer). Vendor's Public Key or Digital Certificates must be valid, current and issued by a trusted Certificate Authority ("CA"), and generated from root CA's that are commonly included in popular web browsers as signing authorities. The School District WILL NOT support vendor solutions that rely on "self-signed" Digital Certificates.

4. Application Integration

4.1. Overview

The proposed solution may be required to import/export data files from various District enterprise systems. It is required that at a minimum the vendor utilizes a flat file format (i.e. comma-separated values) for data transport. Alternatively, the District will consider file formats that meet current District standards and that are directly compatible with the source/destination system(s) (e.g. XML). In many cases, 3rd-party data integrations will interface with the District's Operational Data Store ("ODS") which connects the many disparate District systems into a single robust Oracle-based database.

REQUEST FOR PROPOSAL (RFP) NG10265

The District has adopted IMS Global's OneRoster v1.1 CSV specification as the open standard for importing/exporting student information including user enrollment, demographics, course information, schedules and grades. Any technology solution that will integrate with District student data systems for the exchange of student information and academic data, will be required to natively support the OneRoster v1.1 specification. If such integration is necessary, the District will not consider solutions that require the use of a 3rd-party integration tool, platform, or service. Vendors should provide additional information, use cases, and/or references for successful implementations of IMS Global's OneRoster specifications, including version information.

The District currently uses two ERP systems: Oracle Fusion Cloud Enterprise Resource Planning for Finance and Procurement and CGI's *Advantage 2000*, for Human Resources Management and Payroll. Oracle Fusion Cloud ERP is a fully web-enabled interface to centrally manage purchasing and financial planning. *Advantage 2000* is an IBM mainframe-based application suite using Computer Associates' Datacom as the centralized database.

The District's Student Information System is Infinite Campus District Edition, a fully web-enabled interface for teachers, students, and administrators, utilizing Cloud Choice Hosting.

The District's Instructional Management System is Schoolnet by Pearson Education.

The District currently operates two student-facing Learning Management Systems - Google Classroom and Canvas. When appropriate, integration with these systems is preferred.

The District's Business Data Warehouse (BDW) is constructed on DataBlocks K12 Analytics model. The District's BDW is organized according to the multidimensional model that hinges on the concepts of facts and dimensions in an Oracle based system. The District's current BI layer is Qlik Business Intelligence and Enterprise Reporting platform.

The District's primary enterprise directory service is LDAP v3 compliant, running on a Linux-based architecture. The District does not utilize Microsoft's Active Directory for its enterprise directory services.

4.2. Web-based Standards, Client Software and Application Components

The proposed solution must generally adhere to the District's client (end-user) requirements.

- ✓ In general, applications that will be used internal and external to the District (schools, administrative offices, and/or staff/student/parent homes) must be web-based and entirely client platform/web browser agnostic.
- ✓ The District's standard supported web browser configurations are Google Chrome, Mozilla Firefox, Apple Safari, Microsoft Internet Explorer, and Microsoft Edge. The School District's minimum web browser specifications can be found here: <https://www.philasd.org/ithelpdesk/minimum-browser-requirements/>.
- ✓ The District supports Apple Mac OS X (v10.10 and newer), Microsoft Windows (v7 and newer), and Google ChromeOS (78 or newer) client operating systems.
- ✓ The District's supported mobile OS platforms are Apple iOS and Google Android.
- ✓ District-owned OS X and Windows desktop and laptop platforms are protected using an antivirus solution licensed from Fortinet.
- ✓ Vendors must provide a complete listing of any required web browser plug-ins or supplemental client software (e.g. Flash, Shockwave, QuickTime, Adobe Reader, etc.) as well as minimal supported version numbers.

REQUEST FOR PROPOSAL (RFP) NG10265

- ✓ Any solution that relies on the use of a client-side Java engine, must utilize a current Oracle-supported version of the Java runtime engine (v1.8 or newer).
- ✓ For any services delivered via the web, the vendor must document the use of role-based functionality and access.

IMPORTANT NOTE: As of December 2020, Adobe Software has formally retired the Adobe Flash architecture. Many operating system and browser platforms have announced pending termination of support for Adobe Flash, and some have already begun disabling Flash support in their default configurations. Due to support concerns, the School District will likely disqualify any technology solution that is dependent upon the web-based Adobe Flash framework.

If the service delivery model is provided as a hosted, outsourced or cloud-based platform or service, the District is entirely agnostic to the server, software and back-end platforms being utilized by the vendor. However, if the solution requires that the District host or maintain any aspect of the proposed solution, the following system, application and database platforms are generally supported by the District:

- Oracle Database
- MySQL Database
- Java Programming Logic
- JSP Pages (Presentation Layer)
- Apache/Tomcat Application Server
- Unix/Linux-based Operating Systems

4.3. Google Workspace for Education (formerly, “G-Suite for Education”)

The District has implemented a G-Suite domain tenancy and provisions user accounts for most (but not all) of its associated users. Vendors may propose products or solutions that will interface with the District’s Google Workspace environment. Such proposals must comply with the District’s policies regarding data privacy and the use of online resources. The District chooses to enable and configure the use of Google’s services in accordance with state and federal laws, its internal policies, and the contract negotiated with Google, an excerpt of which is available for review at <http://www.philasd.org/privacy>. The District’s Google Workspace domain organizes staff members by account status, and students by school and grade level. The Google Workspace domain cannot differentiate users by classroom or section at a school. For any proposed solution, further discussions will be needed to determine if Google integration is feasible and appropriate.

4.4. Application Portal Integration, Identity Federation and Single Sign-On (SSO)

All third-party applications are generally required to integrate with the School District’s web-based Employee, Student and/or Family Portal(s) as appropriate.

The District has implemented an open-source Identity and Access Management platform, Central Authentication Service (CAS), which permits authenticated users to gain access to applications developed or hosted by third-party service providers. The District’s solution is built upon the open standard Security Assertion Markup Language (SAML 2.0). The District’s system will serve as the Identity Provider (or, “IdP”) to a vendor, who will act as the Service Provider (or “SP”).

The District prefers Service Provider-initiated Federation, where the SP generates an Authentication Request that is sent to the idP, and the idP responds with a SAML Response. If a vendor is unable to support SP-initiated SSO, then idP-initiated SSO can be initiated by the client, sending an unsolicited SAML Response to the SP. The District requires that all SAML assertions be digitally signed by certificate, but not encrypted. Vendors must provide static Service Provider (“SP”) metadata in XML format for each SAML Service included in their proposal, including entityID, endpoint URL, and signing certificate. SAML Signing certificates may be self-signed or self-generated, but the web transport (https) of all SAML assertions must be encrypted with Transport

REQUEST FOR PROPOSAL (RFP) NG10265

Layer Security (TLS) version 1.2 or higher using a commercially signed certificate, as defined above in Section 3.3 (“Data Interchange”).

The District will provide limited attribute release through SAML to authenticate its users and to provide basic demographic and role information. Application Security and Authorization will largely be processed through separate user data imports. Attribute release mappings are customizable to some extent. A typical attribute release scheme includes a Globally Unique Identifier: a static employee or student ID number released with a customer-specific prefix (for example, “philasd12345”), which is designed to never change for the life of that digital identity.

Vendors should provide documentation regarding the level of compliance with Single Sign-On protocols for any and all web browser-based applications proposed in the solution, or additionally/alternatively, whether the proposed solution is capable of authenticating directly to the District’s enterprise directory service (i.e. LDAP) in some manner. Vendors should provide additional information, use cases, and/or references for successful implementations of open-source Identity Federation with other customers (if applicable).

4.5. [Web Services and Application Programming Interfaces \(APIs\)](#)

While the School District is limited in the current use and deployment of Web Services, third-party applications may be required in the future to provide Web Services methods to extract or insert data from a third-party application using standardized SOAP XML envelopes or REST transfers (for example). The Web Services Definition Language (WSDL) must comply with W3C standards.

4.6. [E-mail & Calendaring Services](#)

The School District provides e-mail, scheduling and collaboration services to all employees and students using either the Enterprise Edition of Zimbra Collaboration Suite v8.8, or Google Workspace (formerly, “G-Suite for Education”). Solutions that wish to enable the exchange of messages or event scheduling with District staff, must be capable of supporting open-source protocols and file formats such as SMTP and iCal.

4.7. **Electronic Document Management**

The School District utilizes an electronic document management system to store and retrieve personnel and financial documents. The District uses EMC Documentum ApplicationXtender 7.0 to index scanned versions of documents including (but not limited to): invoices, purchase orders, purchase vouchers, journal vouchers, grant certifications and documentation, payroll documentation, employee health and disciplinary correspondence.

The District may request that vendors include solutions for providing electronic forms of pertinent documentation, if such documentation is needed for inclusion in the electronic document management system. Vendors would be required to provide pertinent documents in an electronic format such as True Image File Format (TIFF) or Portable Document Format (PDF) along with indexing information for import by the District.

4.8. **Employee Smart Cards**

All District employees are issued employee smart card ID badges. The District’s employee smart card standard is HID’s iCLASS architecture. Employee contactless smart cards are used as a means of identification, access control and integration with the District’s enterprise security and surveillance system.

The technical specifications for employee smart cards are as follows:

- HID Part #2002PG1MN
- Operating Frequency: 13.56 MHz
- 16K Bits (2K Bytes) with 16 Application Areas
- 35-bit Preprogrammed iCLASS Credential, Format H51558
- Plain White PVC with Gloss Finish (Front Packaging)

REQUEST FOR PROPOSAL (RFP) NG10265

- Plain White PVC with Gloss Finish with Magnetic Stripe (Back Packaging)
- Sequential Matching Internal/External (Inkjetted) Card Numbering

4.9. Student Smart Cards

The District's student smart card standard is MIFARE. This technology is currently utilized in the District's high schools and middle schools for identification, entrance, egress and attendance tracking. Because the systemic use of student smart cards will be phased in over time, any vendor solution requiring student authentication might have to accommodate both PIN-code device entry as well as smart card use. There are currently three ways for vendor solutions to utilize student smart cards for authentication: (1) unique serial number pre-coded on every card; (2) unique student identification number programmed on data storage portion of card; or (3) use of very minimal application-specific space available on data portion of card (requires pre-approval by District IT management).

The current technical specifications for student smart cards are as follows:

MIFARE ISO/IEC 14443A with the following:

- Contactless Transmission: Up to 7 cm
- Operating Frequency: 13.56 MHz
- Fast Data Transfer: 106 Kbps
- 8K Bits (1K Bytes) organized in 16 sectors with 4 blocks of 16-bytes each with user definable access for each block
- Data Integrity: 16-bit CRC, parity, bit coding and counting
- Data Retention Period: 10 years minimum
- Write-Endurance: 100,000 cycles minimum
- ISO/IEF DIS9798-2 Three-Pass Authentication
- True Anti-Collision
- Replay attack protection through data encryption on RF-channel
- Two keys per sector per application for multi-application with key hierarchy
- Unique serial number for each device and transportable EEPROM keys

5. Support and Service Level Agreements**5.1. Deployment, Administration, Configuration and Maintenance Requirements**

- Vendor should specify the personnel resources, skills and knowledge required to customize, deploy, implement and maintain the proposed solution.
- The District will expect regular and timely reports to support compliance with all service level agreements.
- The District will expect comprehensive usage statistics to be collected and shared that demonstrate the ongoing usage level of the proposed solution.
- Vendor should articulate the plan for providing support to end-users, the modalities of support that will be provided (e.g. telephone, e-mail, web-based portal, facsimile) and the proposed support service levels.
- Vendor should provide a standard technical support plan, articulating how the District reports and track issues.

5.2. Systems Redundancy / Data Archival / Disaster Recovery

Vendor should include a plan for systems redundancy, data archival/backup, and disaster recovery services in order to permit business continuity and to ensure the safety and integrity of the District's data. These considerations will be defined in more detail in the service level agreements during contract negotiations.

5.3. Data Controls / Audits

With reasonable notice, a vendor shall cooperate with the School District of Philadelphia, or any duly authorized local, state, or federal agency, to enable the successful conduct of an audit. The vendor shall, in a timely manner, provide technical and security related information necessary for such lawful

REQUEST FOR PROPOSAL (RFP) NG10265

and/or legally mandated audits. With respect to the collection, storage, use and processing of enterprise data and information, the District adheres to SSAE-16 reporting requirements as well as any applicable state and federal mandates. The responding vendor will be required, without exception, to conduct and provide, on an annual basis, an independent SSAE-16 SOC1, SOC2 and/or SOC3 report, as applicable.

5.4. Availability / Service Level Credits

Vendor's solution will be required to provide the highest degree of availability and responsiveness under nominal as well as "high load" usage conditions. Any contractual agreement resulting from award of this solicitation, shall include a mutually negotiated comprehensive service level agreement to include Vendor service level credits or reimbursement for performance failures including, but not limited to, unscheduled system downtime, loss of connectivity, unacceptable end-user response, loss of District data, excessive response or mean-time-to-repair (MTTR) times, and/or failure to provide acceptable annual SSAE-16 reports.

5.5. Training and Documentation

Vendor should detail the training materials (and specify medium – DVD, web-based, paper-based, etc.) that exist for the proposed solution, as well as the training services (i.e. number of persons, locations, number of days) that vendor is prepared to provide. The District strongly prefers that vendor proposes multiple options for training models (i.e. computer-based instruction, instructor-led, "train-the-trainer").

Vendor should identify any/all documentation that exists for end users, administrators and developers, as applicable.

6. Miscellaneous

6.1. Security

Vendor should provide a detailed overview of the proposed solution or application's use of security in relation to server/infrastructure hardware, user logins, authentication methodology, etc.

Remote support tools that require inbound firewall exceptions (e.g. Teamviewer, LogMeIn, etc) will not be permitted. All remote support must be delivered via a collaboration tool where a District staff member must initiate the session and said staff member can grant/revoke support staff any remote control privileges (e.g. Zoom, Google Meet, WebEx, etc).

6.2. Technical Environment Requirements

- Scalability – Vendor should include information regarding the anticipated performance and load, including maximum session concurrency, of the proposed solution that meets or exceeds the anticipated demands within the District. Vendor should also include information on additional resources (hardware, software and network) that would be required for increased usage.
- Constraints – Vendor should specify any pre-existing hardware or software that the proposed solution must directly interface with, inclusive of specific operating systems, databases, middleware, or web servers.
- General – In the scenario of an SDP-supported implementation, Vendor should document any dependencies on 3rd-party products or plug-ins required in the installation of the proposed solution, as well as any specific technical requirements relevant to the installation or operation of the solution.

6.3. Implementation, Deployment and Transition Requirements

- Transition Plan – Vendor should describe plans for transitioning current data, user accounts, etc., into the proposed solution (if applicable).

REQUEST FOR PROPOSAL (RFP) NG10265

- Implementation – Vendor should describe technical plans for the installation, testing and infrastructure configuration required to prepare the solution for production use.
- Scheduling – Vendor should provide an estimated time-line for installation and implementation of the proposed solution.



THE SCHOOL DISTRICT OF PHILADELPHIA

THE SCHOOL DISTRICT OF PHILADELPHIA
EDUCATION CENTER
OFFICE OF PROCUREMENT SERVICES
440 N. BROAD STREET, THIRD FLOOR
PHILADELPHIA, PENNSYLVANIA 19130

TELEPHONE (215) 400-4380
FAX (215) 400-4381

ADDENDUM #1

PROPOSAL NUMBER: NG10265

PROPOSAL NAME: ACT 158 Industry Recognized Credentials Services

PROPOSAL OPENING DATE: 05/25/2023 11AM EST

TO ALL POTENTIAL RESPONDERS:

You are receiving this addendum because you recently downloaded a copy of NG10265 ACT 158 Industry Recognized Credentials Services, from the School District of Philadelphia's Procurement website. The purpose of this addendum is to provide updated Bid Opening/Due Date.

Please review the following updates to the schedule of events below.

Bid Opening/Proposal Due Date 05/25/2023

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Thank you,

Throne Cropper
Executive Director, Office of Procurement Services

Please sign, date and return this Addendum with your response, as it now becomes a part of the Proposal.

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

Exhibit “A” Part 3

***The Contractor’s
Proposal***

(redacted)

Following pages.



CENTER FOR BLACK EDUCATOR DEVELOPMENT

SCOPE OF SERVICES

TABLE OF CONTENTS

Section 1: Program Overview	1
Section 2: Program Philosophy	2
Section 3: Program Objectives & Curriculum	3
Section 4: Career Awareness	4
Section 5: Career Development	9
Section 6: Career Preparation	14
Section 7: Work-Based Learning	19
Section 8: Industry Recognized Credential	26
Section 9: Career Acquisition & Supporting Activities	26
Section 10: Success Defined	27
Section 11: Targeted Populations	29
Section 12: Professional Development	30
Section 13: Instructional Resources	33
Appendix	35

Section 1: Program Overview

Teaching Academy is implemented as a four-year non CTE or CTE course, with the option to conduct programming between one to five days a week. The program is specific for Black youth, as our program aims to increase the number of Black teachers in classrooms - especially in Philadelphia. Throughout the program, students explore the socialization processes inherent in the educational system, become familiar with the cultural foundations that motivate curricular construction, and begin to establish their own grounding pedagogical approaches.

Students regularly engage in collaborative work, rigorous scholarship, and research in order to critically engage with and learn from each other. When Teaching Academy is implemented with clinical opportunities for instruction and practice, high school students are able to work in classrooms during the school day, after school or during the summer months with a lead teacher to develop their teaching skills and are provided with targeted feedback and professional development.

Section 2: Program Philosophy

The Teaching Academy is designed to attract, cultivate, and support future education professionals who are dedicated to intellectual development, committed to social change, civically aware, and conscious of their role as servant leaders. Teaching Academy is rooted in three philosophies and provides Junior Servant Leaders (high school students) with an intellectually rigorous, collaborative environment designed to foster a love for acquiring and sharing knowledge, opportunities for personal and professional character development, and a strong foundation for pursuing long-term careers in education.

Liberating Education – Our educational justice model aspires to cultivate Teaching Academy participants' abilities to embody the highest levels of excellence, beyond comparative models of achievement which typically norm European cultural groups as the bar and stigmatize other children as perpetually behind. By engaging Black high school students in intellectual work, research, and social action, Teaching Academy helps its participants cultivate a sense of self that reflects their capacity to achieve and exist in connection to a rich genealogy of innovators of African descent. Teaching Academy builds a true reverence for the work of learning by critically examining current educational structures, grappling with rigorous content, and creating a daily virtual environment where learning happens communally.

Communal Learning – We hold to the belief that the true purpose of education is not solely based on the skills that students emerge within short bursts of time, but the human development and intellectual growth they gain through the culminating effect of years of communal practice. Models of learning that center partnership and collective success help build the quality of the educational environment, improve the human socialization process by allowing students to truly invest in the well-being of each other, and displace individual advancement in order to realize shared growth and expansion. Also, in order to build students' capacity to access the highest levels of critical thinking, analysis, and development of expertise, a learning experience must invest the required practice hours, repetition, and intentional knowledge building in order to ensure that all students internalize and are able to wield the knowledge they are being taught beyond surface level applications of skill and knowledge via periodic assessments.

Centering the Black Experience – Teaching Academy is grounded in the pedagogical explorations, research, ideological frameworks, and documented practice of educational thinkers and writers throughout the African diaspora. Similar to models for Eurocentric education that ground their philosophy and practice in classical (Latin), Socratic, and other cultural European approaches, Teaching Academy leans heavily on the language, philosophy, and theories which helped people of African descent to organize their systems of education, while also innovating and adapting these systems of thought according to our current reality. Teaching Academy intentionally prioritizes literature and activities that center the lived cultural experiences and the intellectual inheritance of program participants and exposes them to the larger world as self-conscious change agents. This is our model for ensuring students truly achieve liberation through education.

Section 3: Program Objectives & Curriculum

Teaching Academy has three main objectives:

1. Teaching Academy students will improve their intellectual development and engage in a reflective process that equips them to produce quality scholarship, writing, and research. The work of Teaching Academy scholars reflects critical engagement with existing educational systems, theories, institutions, and policies.
2. Teaching Academy students will formulate a liberatory educational philosophy and practice culturally relevant pedagogy in ways that equip them to co-create the most ideal educational environment for Black students alongside their students and fellow professionals.
3. Teaching Academy students will be civically aware Servant Leaders dedicated to social change, prepared to pursue liberation, and engage in activism as future educators.

Teaching Academy utilizes the Center's proprietary LeCount-Catto (LCC) curriculum. The curriculum represents a strong cultural grounding in long range African and African American educational philosophy and the fundamental values of a liberatory education. Named after Caroline LeCount and Octavius Catto, two historic Black educators, the LCC curriculum is designed to be a four-year sequential course for high school students enrolled in Teaching Academy.

The first year of Teaching Academy focuses on education activism and social emotional wellbeing. Coursework is designed to ground students in the history and traditions of education-related organizing and institution building for people of African descent, while developing foundational skills that will help sustain the practitioner engaged in community facing work. Year two of Teaching Academy is designed to develop student's understanding of liberatory education, and build their capacity as future educators and advocates for educational justice. In years three and four of Teaching Academy students take one half year of coursework and spend one half of the year as a teaching apprentice developing as a shaper of curriculum and instruction. As students progress through Teaching Academy they demonstrate growth in eight competencies:

- Building One's Knowledge of African and African American Educational Philosophy
- Modeling Education Based Activism in Communities as Future Liberatory Educators
- Developing Equitable Cultural Representation in Classrooms for Black Students
- Implementing a Liberatory Education Philosophy in the Classroom
- Modeling Scholarship and High Expectations for Self and Students
- Engaging Professional Development and Future Planning as a Future Educator
- Understanding and Incorporating Values of Servant Leadership into One's Actions
- Contributing to the Learning Community as Part of a Cycle of Intergenerational Leadership

Section 4: Career Awareness

Teaching Academy exposes **high school students [Junior Servant Leaders or JSLs]** to the world of work via multiple opportunities to see how their passions and interests can connect to careers in teaching. Examples of this are provided in our Year One: Education Activism coursework/workshops that focus on social emotional wellbeing.

Year One: Education Activism Workshops	
September: Week One	Week 1 (Sep): Team Building/Purpose Setting
September: Week Two Education: Grounding in Purpose and Context (pt 1)	<p>The introduction to this workshop series helps contextualize the systems of education and socialization that help shape how we learn about and understand the society around us. This session will explore the purpose of education and the motivating pillars that govern what we learn as part of the American educational program, as well as how people of color, especially those of African descent, have approached education as a vehicle for liberation, collective uplift, and social change.</p> <ul style="list-style-type: none"> ● What is the purpose of education in society? <ul style="list-style-type: none"> ○ How do other societies (African) engage this process of socialization? What are their values? ● What is socialization? How does socialization shape us? <ul style="list-style-type: none"> ○ What role does curriculum, educational institutions, school culture and pedagogy play? ● What are the goals of our current education system?
September: Week Three Education: Grounding in Purpose and Context (pt 2)	<ul style="list-style-type: none"> ● How have people of African descent approached education as a vehicle for liberation, collective uplift, and social change? ● What have African-American/African/Afro-Caribbean educators said about the purpose of education? <ul style="list-style-type: none"> ○ Do these ideas have relevance today?
September: Week Four History of Black Education Organizing	<p>Continuing with the themes and ideas from the previous session, this workshop will explore the theme of institutional memory and the legacy of Black Education Organizing. Black people in the Americas established educational institutions, reading groups, curriculum, teacher and parent unions, and many other formations that allowed them to pursue the communally held educational goals that were not being served through traditional avenues. This session will explore examples of these institutions, the movements that helped support them, and the values which motivated this work on the part of students, families, and communities.</p> <ul style="list-style-type: none"> ● What were the goals of the Black community in America regarding education in the late 1800s - early 1900s? ● What were the goals of the Black community in America regarding education in the mid - late 1900s?

	<ul style="list-style-type: none"> ● What were the goals of the Black community in America regarding education in the early 2000s? ● What institutions/innovations/movements were established during these time periods? <ul style="list-style-type: none"> ○ What were their objectives?
Week 5 (Oct): Issues Exploration	<ul style="list-style-type: none"> ● What is the current state of education? How have issues changed, evolved or been addressed from the late 1800s till now? ● What are the issues we are currently experiencing in education that need to be urgently addressed? <ul style="list-style-type: none"> ○ What is the context for these issues?
Week 6 (Oct): (RE)Visioning: Curriculum, Institutions, Culture and Pedagogy (pt 1)	<ul style="list-style-type: none"> ● Building on the past, what is our vision for the future of education for Black people? ● When we think about different areas of education, what do we think these areas should look like? ● How would we reimagine our curriculum, educational institutions, school culture and pedagogy?
Week 7 (Oct): (RE)Visioning: Curriculum, Institutions, Culture and Pedagogy (pt 2)	<ul style="list-style-type: none"> ● Building on the past, what is our vision for the future of education for Black people? ● When we think about different areas of education, what do we think these areas should look like? ● How would we reimagine our curriculum, educational institutions, school culture and pedagogy? <p>This week, JSLs should identify an issue that they would work on for the remainder of the year, that represents an urgent educational condition they would like to have an impact on.</p>
Week 8 (Oct): Refining the Issue	<p>This session is designed to help JSLs identify an important issue, and engage in preliminary research that will eventually help lead to formulating a campaign. JSLs will need to narrow down their area of investigation and determine some of the specifics of the problem they would like to solve.</p>
Week 9 (Nov): Background Research and Review	<p>In order to help move JSLs toward effectively creating a campaign, this session will be centered around reading and research, in order to approach a comprehensive understanding of the issue JSLs have selected, and the ways that Black communities have dealt with and approached the issues in the past.</p>
Week 10 (Nov): Background Research and Review	<p>In order to help move JSLs toward effectively creating a campaign, this session will be centered around reading and research, in order to approach a comprehensive understanding of the issue JSLs have selected, and the ways that Black communities have dealt with and approached the issues in the past.</p>

Week 11 (Nov): Research Methods + Data Analysis	JSLs will go through an introduction to research methods during this workshop, in order to conduct their own primary research into the issues that they've identified. This component of the workshop series allows JSLs to engage with their family, community, and peers through collecting data on their thoughts and experiences regarding the issues JSLs are working on.
Week 12 (Nov): Research Methods + Data Analysis	JSLs will go through an introduction to research methods during this workshop, in order to conduct their own primary research into the issues that they've identified. This component of the workshop series allows JSLs to engage with their family, community, and peers through collecting data on their thoughts and experiences regarding the issues JSLs are working on.
Week 13 (Dec): SBA to HEKA: Campaign Strategy	How do we move into effective and informed community action that is grounded in our understanding of our culture, our connection to our people, and our research on what is needed in order to secure our liberation? This session is designed to be a primer on educational activism, and outlines the foundations of building institutions, purposeful actions, political education forums, and structures that help to bring about the changes we deem necessary.
Week 14 (Dec): SBA to HEKA: Campaign Strategy	How do we move into effective and informed community action that is grounded in our understanding of our culture, our connection to our people, and our research on what is needed in order to secure our liberation? This session is designed to be a primer on educational activism, and outlines the foundations of building institutions, purposeful actions, political education forums, and structures that help to bring about the changes we deem necessary.
Week 15 (Dec): Midpoint Program Evaluation	
Winter Break	
Week 16 - 20 (Jan): Campaign Action	This workshop is designed to help synthesize and solidify the social action plan for the work that Junior Servant Leaders will carry on into the next semester. Having explored the different components and priorities that will make up the educational agenda, JSLs will begin to write out their culminating vision for what education looks like, and how the upcoming social action campaign will help to bring this to fruition.
Week 21 - 23 (Feb): Campaign Action	This workshop is designed to help synthesize and solidify the social action plan for the work that Junior Servant Leaders will carry on into the next semester. Having explored the different components and priorities that will make up the educational agenda, JSLs will begin to write out their culminating vision for what education looks like, and how the upcoming social action campaign will help to bring this to fruition.

Week 24 (last week of Feb): Activist Convening	Youth organizations around the city (Philly Student Union, Philly Black Student Alliance, TUFF Girls, YEAH Philly, etc), as well as specific school based organizations (Black @ Masterman/Central, etc) will be invited to provide feedback on the presentation by Junior Servant Leaders regarding the plan toward revisioning the educational future for Black students in Philadelphia
Week 25 (Mar): Introduction to Socio-Emotional Learning	<ul style="list-style-type: none"> ● What does social and emotional development look like in human beings? ● Personal exploration: How can we assess our own social development and emotional development? ● What is the benefit of socio-emotional learning? <ul style="list-style-type: none"> ○ Why is awareness of our own social emotional wellness important as future educators? ○ Why is it important to incorporate socio-emotional wellness as a part of the educational process? <ul style="list-style-type: none"> ■ Adapting the learning process based on the needs of the students
Week 26 (Mar): Context for People of African Descent	<ul style="list-style-type: none"> ● Models for educating people of African descent that include cultural relevance <ul style="list-style-type: none"> ○ How does this help create a socio-emotional environment that considers community, language, behavioral norms, cultural norms, etc. ● Special education and the experiences of Black students
Week 27 (Mar): Understanding Identity	<ul style="list-style-type: none"> ● What is identity? ● How is our identity shaped? How do our values and likes contribute to our identity? ● How is our identity shaped by our interactions in communities? ● What do our collective/communal identities mean? (What communities/groups are we a part of?) ● What role does identity play in our educational process?
Week 28 (Mar): Areas of Wellness	<ul style="list-style-type: none"> ● Defining each area of wellness (Emotional, Physical, Creative, Social, and Environmental), and assessing self (which areas are strong, and which areas need support).
Week 29 (April): Emotional Wellness	<ul style="list-style-type: none"> ● Emotional wellbeing <ul style="list-style-type: none"> ○ Managing emotions ○ Practicing emotional wellness for self as a student and a practitioner
Week 30 (April): Physical Wellness	<ul style="list-style-type: none"> ● Physical wellbeing <ul style="list-style-type: none"> ○ Dimensions of physical wellness (Mindset, Movement, Nutrition, Recovery and Sleep - Nike) ○ What are the obstacles to physical wellness? ● What are the effects of stress on our bodies? <ul style="list-style-type: none"> ○ How do we navigate stressful environments <ul style="list-style-type: none"> ■ Social stress (race related/gender related) ■ Economic stress ■ Other sources of stress

Week 31 (April): Social Wellness	<ul style="list-style-type: none"> ● How do we establish and maintain quality relationships to others? ● How can we effectively navigate conflict with people that we care about? ● What is the value of social networks? ● Responsible decision making <ul style="list-style-type: none"> ○ Determining best next steps based on goals and values
Week 32: (April): Creative Wellness	<ul style="list-style-type: none"> ● What types of creativity do I enjoy observing or participating in? ● What outlets do we have for fun, imagination, or pursuing our own creative interests?
Week 33 (May) Environmental Wellness	<ul style="list-style-type: none"> ● How do the different environments that I live and work in impact me, my community? <ul style="list-style-type: none"> ○ In what ways can I contribute to or create an environment that has the qualities I need to support my wellbeing?
Week 34 (May): Wellness Campaign	<ul style="list-style-type: none"> ● How can we share the dimensions of socio-emotional wellness that we have learned about this semester? (commercial/video PSA, poster campaign, etc.)
Week 35 (May): Wellness Campaign	<ul style="list-style-type: none"> ● How can we share the dimensions of socio-emotional wellness that we have learned about this semester? (commercial/video PSA, poster campaign, etc.)
Week 36 (May): Program Evaluation	
Week 37-39 (June): Campaign Culmination	<ul style="list-style-type: none"> ● Implement sharing of campaign

Section 5: Career Development

The second year of Teaching Academy supports a full year of a high school student's journey to develop their understanding of liberatory education and build their capacity as future educators and advocates. Examples of career development are in our year two programming to build apprentices capacity as future educators and advocates for educational justice.

Year Two: Semester One
Orientation Week (August: Week Four)

Unit Group One - Grounding: Foundations of Education		
Unit 1	History of African American Educational Thought	Liberation/Teaching Academy JSLs develop an understanding of the educational history of Black people. This unit will help JSLs increase their knowledge of the ways that Black educators, thinkers, and organizers have approached the work of learning, and thought about what it means to be an educator.
PA DOE Competencies Met:		105 - Reflect on one's cultural lens.
September: Week One		Unit One: Lessons 1-3
September: Week Two		Unit One: Lessons 4-6
September: Week Three		Unit One: Lessons 7-9
Unit 2	Understanding the American Educational Context	Here JSLs will develop an awareness of the socio-cultural implications of education in American society. They will emerge from this unit with an understanding of how they inherited the current educational system, and the stakeholders who have an effect on the educational direction of the future.
PA DOE Competencies Met:		104 - Research the history, role, and social/political/economic context of American education and the education profession.
September: Week Four		Unit Two: Lessons 1-3
October: Week One		Unit Two: Lessons 4-6
October: Week Two		Unit Two: Lessons 7-9
Unit 3	Liberatory Philosophy and Servant Leadership	Liberation Academy JSLs will develop a general knowledge of the philosophical underpinnings of education, in a way that helps to give meaningful purpose to the process of teaching and learning.
PA DOE Competencies Met:		105 - Reflect on one's cultural lens.
October: Week Three		Unit Three: Lessons 1-3
October: Week Four		Unit Three: Lessons 4-6
November: Week One		Unit Three: Lessons 7-9

Unit Group Two - Liberating Education		
Unit 4	Liberatory Classrooms	JSLs will explore how teachers structure their classroom culture and create classrooms that are well grounded in the principles of Liberatory Education.
PA DOE Competencies Met:		501 - Observe a variety of classrooms and reflect upon learning environment and classroom management. 509 - Observe a variety of classrooms and reflect upon instructional practice.
November: Week Two		Unit Four: Lessons 1-3
November: Week Three		Unit Four: Lessons 4-6
November: Week Four		Unit Four: Lessons 7-9
Unit 5	Liberatory Educational Institutions	This unit explores the systems and structures that institutions employ in order to provide the most learning conducive and Liberatory environment for Black students. Looks at the structural environment and implications of school culture and philosophy. Guides future educators toward how best to build a network of support for themselves and their students, and community stakeholders, engaging in the work of building community from a shared liberatory mindset.
December: Week One		Unit Five: Lessons 1-3
December: Week Two		Unit Five: Lessons 4-6
December: Week Three		Unit Five: Lessons 7-9
December: Week Four - Winter Break		
Unit 6	Educational Activism/Education for Liberation	JSLs will learn how actively building toward Liberatory Education beyond the classroom takes place through educational activism. JSLs will learn about the conditions and contexts where organizing campaigns and engaging in different modes of action help best support the learning and achievement of students.
January: Week One		Unit Six: Lessons 1-3
January: Week Two		Unit Six: Lessons 4-6
January: Week Three		Unit Six: Lessons 7-9
Year Two: Semester Two		

Unit Group Three: Building a Teaching Practice		
Unit 7	Curriculum + Learning	Liberation/Teaching Academy JSLs will explore the structure and purpose of curriculum, as well as the factors which can inform the direction of the learning agenda.
PA DOE Competencies Met:		201 - Explore the connections of content knowledge and pedagogy. 202 - Demonstrate knowing and valuing students as part of the planning process. 606 - Research culturally relevant and sustaining practices in the design of an instructional activity or lesson.
January: Week Four		Unit Seven: Lessons 1-3
February: Week One		Unit Seven: Lessons 4-6
February: Week Two		Unit Seven: Lessons 7-9
Unit 8	Learning + Lesson Planning	JSLs will learn strategies and supports that will allow them to plan effective instruction according to standards and goals, gauge student learning, and shape the learning process for their students.
PA DOE Competencies Met:		203 - Prepare instructional outcomes. 205 - Plan clear and thoughtful instruction aligned to standards. 507 - Assess lesson plan effectiveness.
February: Week Three		Unit Eight: Lessons 1-3
February: Week Four		Unit Eight: Lessons 4-6
March: Week One		Unit Eight: Lessons 7-9
Unit 9	Teaching Early Literacy	JSLs will be introduced to fundamentals regarding human development, integrating literacies across environments (home/cultural/institutional), and the process through which early literacy/reading are best taught.
PA DOE Competencies Met:		606 - Research culturally relevant and sustaining practices in the design of an instructional activity or lesson.
March: Week Two		Unit Nine: Lessons 1-3
March: Week Three		Unit Nine: Lessons 4-6
March: Week Four		Unit Nine: Lessons 7-9
Unit Group Four: Habits and Skills of Servant Leader Educators		
Unit 10	Building A Professional	Liberation/Teaching Academy JSLs are introduced to the process of becoming an educator, and the opportunities available through

	Identity in the Field of Education	working in the field of education. Scholars will also engage in developing a tentative trajectory for their personal development and a vision for their future as an educator.
PA DOE Competencies Met:		<p>101 - Research potential career paths within the education profession including requirements for coursework, training, and certification.</p> <p>102 - Develop professional goals and a postsecondary career plan based on one's individual interests and preferences.</p> <p>107 - Identify the knowledge, skills, dispositions, and abilities necessary to succeed within the education profession.</p> <p>701 -Research and adhere to school, district, and program rules, regulations, and policies in all applicable education settings.</p> <p>703 - Identify and adhere to the professional ethics competencies and code of conduct practice for educators as established by the Pennsylvania Department of Education under Chapter 49, as well as other legal requirements (e.g., FERPA, mandated reporting).</p> <p>704 - Communicate professionally in oral, written, and electronic communication, including maintaining a professional digital footprint.</p>
April: Week One		Unit Ten: Lessons 1-3
April: Week Two		Unit Ten: Lessons 4-6
April: Week Three		Unit Ten: Lessons 7-9
April: Week Four - Spring Break		
Unit 11	Liberatory Pedagogy	This unit begins to delve deeply into the pedagogical processes that undergird strong teaching. Liberation Academy scholars will begin to examine and understand the process of teaching and learning, and the elements and behaviors that are encompassed in a strong teaching practice.
PA DOE Competencies Met:		708 - Reflect upon practice through the lens of culturally relevant and sustaining education, as outlined in the CR-SE competencies.
May: Week One		Unit Eleven: Lessons 1-3
May: Week Two		Unit Eleven: Lessons 4-6
May: Week Three		Unit Eleven: Lessons 7-9
Unit 12	Becoming a Servant Leader educator	JSLs will think through the skills they can develop which will serve them throughout their career, and engage with the process of taking inventories of their strengths and areas of growth.
PA DOE		106 - Develop a personal mission statement that summarizes one's

Competencies Met:	motivation for entering the education profession based on one's personal experiences, values, and goals. 702 - Determine and employ the professional demeanor and social emotional competencies needed to maintain professionalism.
May: Week Four	Unit Twelve: Lessons 1-3
June: Week One	Unit Twelve: Lessons 4-6
June: Week Two	Unit Twelve: Lessons 7-9
Culminating Presentations	

Section 6: Career Preparation

Years three and four of Teaching Academy provide students with hands-on exposure to industry and scaffolded opportunities for skill development. In both years, students take half of a semester of coursework learning about teaching as a career and practicing those skills in a second semester supervised teaching apprenticeship.

Year Three/Four: Semester Two	
Week One + Week Two: Professional Development and Expectations	JSLs will take this week to go through orientation regarding how to be effective teaching assistants in their host classroom. They will receive their assignments at the beginning of week two, and will use that week to observe the class and become familiar with the environment. Week one should focus on building skills like timeliness, and active participation in the class space as a teaching assistant (being present and attentive, demonstrating skills of scholarship for students, etc.)
PA DOE Competencies Met:	103 - Acquire required clearances to participate in clinical experiences. 502 - Participate in an elementary, middle, high school, career and technical center or cross-grade instructional program. 503 - Meet with mentor teacher and plan for active participation in the classroom. 504 - Maintain a log of time and activities in clinical experiences.
January: Week Four	
February: Week One	
Week Three: Establishing the community agreements	Making a sincere investment in student voice and student perspective, and why that matters in the context of many present day educational experiences. Introducing the use of collective community agreements and norms in order to establish shared investment in the learning community, and to allow for

	<p>unified progress toward a shared goal</p> <p>Grounding the community agreements in the humanity of everyone in the community (socio-emotional/socio-cultural)</p>
PA DOE Competencies Met:	<p>510 - Establish high expectations for each learner and treat them as capable and deserving of achieving success.</p> <p>604 - Communicate in linguistically and culturally relevant ways that demonstrate respect for learners, educators, educational leaders, and families.</p>
February: Week Two	
Week Four: Practices to build the identify of a learner	<p>Establishing a sincere sense of belonging, and a “Me to We”, collective mindset regarding learning.</p> <p>Framing the current process of learning as part of a legacy of thought and scholarship that everyone in the learning community belongs to.</p> <p>Unpacking some of the experiences that have taken place within the system of education that have contributed to the erosion of the identity of the learner as intelligent/capable/etc.</p> <p>Establishing that students all have specific intelligences, perspectives and contributions to make. The learning community being has space to hold everyone's needs, and the capacity to differentiate so that the whole community can benefit</p>
PA DOE Competencies Met:	<p>302 - Identify and practice strategies to cultivate respectful and affirming environments and a sense of belonging for all students.</p> <p>303 - Identify and practice strategies for fostering a culture for learning.</p> <p>304 - Identify and practice strategies for supporting positive student behavior.</p> <p>404 - Discuss how social issues and relationships affect students.</p> <p>510 - Establish high expectations for each learner and treat them as capable and deserving of achieving success.</p>
February: Week Three	
Week Five: Purpose Driven Reinforcement (Practice and Assessment)	<p>Practices that continue to uphold the energy of the learning community over time (investment in outcomes/feedback/individual and collective accountability/interdependence/collaboration/joy and genuine care/intellectual safety)</p>
PA DOE Competencies Met:	<p>508 - Observe and evaluate students’ performance and development.</p>
February: Week Four	
Week Six: Determining the	<p>Making informed/collective determinations about the direction of learning.</p>

Direction (Practice this week is a preview of Week Seven)	Setting learning goals as students (individual and collective), as facilitators, and as a learning community as a whole (and conducting check-ins/feedback).
March: Week One	
Week Seven: Support from the tangible environment	<p>Learning Aides (how to use them, and the scope of how they can be incorporated creatively)</p> <p>Managing classroom materials</p> <p>Classroom arrangements (what different shapes can be made in the classroom, and what purpose do they serve?)</p> <p>Room flexibility/Stations and Support Areas (how can a classroom be (re)organized and segmented to facilitate learning in different ways)</p> <p>Alternative learning environments (when to leave the classroom)</p>
PA DOE Competencies Met:	<p>204 - Identify educational resources and evaluate uses in the classroom.</p> <p>301 - Identify classroom modifications and accommodations to meet the needs of all students.</p> <p>305 - Identify and practice strategies for organizing physical and digital spaces for learning.</p>
March: Week Two	
Week Eight: Everyone Shows Up	<p>Establishing moments throughout the learning process that are centered on students demonstrating their learning, taking accountability for the process of sharing (cognitive lift) knowledge and processing it, and showing commitment to their goals.</p> <p>Incorporating opportunities for student leadership, collaboration, and fulfilling strategic roles in the classroom community</p> <p>Practicing academic dedication (what is the most important thing to be learned next, and how can we apply our best energy to it as facilitators and students)</p> <p>Providing the best opportunity for learning as a facilitator (modeling the outcome/objective, clarifying effectively, providing clear directions, using exemplars, using good pacing)</p>
PA DOE Competencies Met:	405 - Promote asset-based perspectives about differences.
March: Week Three	
Week Nine: Week of Practice and Assessment - March Week Four	

Week Ten: Knowing When We Know	<p>Assessing whether students are being challenged at an appropriate level and whether they are being exposed to knowledge that is deep and challenging</p> <p>Practicing questioning strategies and teaching critical thinking strategies to students that will help push students' thinking/analysis skills</p>
PA DOE Competencies Met:	<p>401 - Identify a learner's cognitive, physical, emotional, and social developmental stages (Pre-K-12).</p> <p>402 - Identify strategies for designing learning environments based on learner's developmental stages.</p> <p>403 - Identify strategies for designing and delivering instruction based on learner's developmental stages.</p>
April: Week One	
Week Eleven: Assessing Understanding	<p>How to check the momentum of your lesson according to its progress toward your objectives</p> <p>Employing checks for understanding and assessment (during direct instruction and independent work) throughout the lesson to gauge student learning</p> <p>Introducing the function of different approaches to discussion, student engagement, and soliciting student responses</p> <p>Incorporating demonstrations of student learning (Students demonstrate their evolving knowledge, skills, and habits through a variety of modes and at various points in the learning process.)</p>
PA DOE Competencies Met:	508 - Observe and evaluate students' performance and development.
April: Week Two	
Week Twelve: Institutional Support	<p>Navigating the specific learning needs of students who have IEP's and Language needs</p> <p>Engaging in appropriate differentiation strategies which help support learning at all levels</p> <p>Engaging with staff who deliver behavioral support and school culture support</p> <p>Engaging these additional systems in education without reinforcing trauma and oppression</p>
PA DOE Competencies Met:	<p>306 - Provide all learners with equitable and differentiated opportunities to learn and succeed.</p> <p>601 - Research students' rights in the public education setting (e.g., IDEA, Title IX, ESSA, FERPA).</p> <p>602 - Describe ways educators can support students identified as needing special services (e.g., emerging multilinguals, special education).</p>

April: Week Three	
April: Week Four - Spring Break	
Week Thirteen: Week of Practice and Assessment	
Week Fourteen: Personal and Professional Development	<p>Engaging in the process of ongoing personal and professional development and goal setting as instructors (setting goals, engaging in evaluation)</p> <p>Practicing awareness of self identity and staying aware of their individual interests and investment as educators (What do I want out of this? What is my purpose/philosophy as an educator?)</p> <p>Knowing when and how to “sustain the soul that serves” as an educator, by practicing quality care of ones’ own wellness across various areas</p> <p>Participating in networks of support, mutual growth, and mentorship as an educator</p>
PA DOE Competencies Met:	<p>706 - Identify resources for engaging in professional learning, inquiry, and growth.</p> <p>707 - Identify and use resources to support self-care wellness.</p>
May: Week One	
Week Fifteen	Apprenticeship Focus: Developing a Learning Community
May: Week Two	
Week Sixteen	Apprenticeship Focus: Structuring The Learning Process
May: Week Three	
Week Seventeen	Apprenticeship Focus: Evaluation, Systems and Support
May: Week Four	
Week Eighteen: Program Culmination Week	
June: Week One	

Section 7: Work-Based Learning

Years three and four of Teaching Academy provide students with hands-on exposure to industry and scaffolded opportunities for skill development. As juniors and seniors, students take half of a semester of coursework to continue to learn about teaching as a career and are provided an opportunity to practice those skills in a second semester of a supervised teaching

apprenticeship.

Year Three/Four: Semester One		
Orientation Week: August: Week Four		
Unit 1	Practicing Liberatory Education	The philosophy and mindset of a teacher, inform the systems and techniques they employ when engaging in the work of education. Current movements regarding educational justice and cultural competency mark the need for the classroom to purposefully be a liberatory space which necessarily includes provisions for diverse learners and their needs. Teachers' views on the capacity of their students to learn, their ideas about how best to create and maintain a community of learning, and the values which teachers communicate through their practice are all implicated when working through how best to establish a liberatory classroom. Being able to support the learning process for everyone who enters a school involves deliberate planning as well as an understanding of the provisions and practices that can be established in order to continue the process of deep learning and engagement in the educational community. In this unit, JSLs will expand on the work of the previous year by developing strategies and supports that will allow them to plan effective instruction according to standards and goals, gauge student learning, and shape assessments that respond to what students know and what they need.
PA DOE Competencies Met:		208 - Design culturally relevant learning that brings real world experiences into educational spaces/the classroom. 505 - Design and deliver instruction that takes into consideration the diverse needs of all learners.
September: Week One		Unit One: Lessons 1-3
September: Week Two		Unit One: Lessons 4-6
September: Week Three		Unit One: Lessons 7-9
Unit 2	Practicing Liberatory Education: 201	This unit supports JSLs further exploration into the different theories and practices regarding how teachers teach, and how students learn. This unit will provide an opportunity to explore and compare frameworks for strong teaching, with a focus on the principles that inform liberatory, abolitionist, and social justice approaches to education. This unit returns to many of the theoretical observations and explorations that suggest how learning happens, the position of the teacher and the learner, and the conditions that result from practicing liberatory pedagogy. The manifestations and implications of school culture and philosophy will be explored, and best practices will be identified in order to help guide future educators toward building a network of support for themselves and their students and community stakeholders.
PA DOE Competencies Met:		603 - Identify, deepen understanding of, and take steps to address bias in the system.

		605 - Educate oneself about microaggressions and their impact on diverse learners, educators, and families.
September: Week Four		Unit Two: Lessons 1-3
October: Week One		Unit Two: Lessons 4-6
October: Week Two		Unit Two: Lessons 7-9
Unit 3	Best Assessment Practices	Integral to being able to realize educational justice and more liberatory practices in education involves being able to move students effectively through the process of learning, using data, informed analysis, and feedback. A delicate balance must be struck when guiding students through the journey of learning; we must simultaneously assess what they need, how best to move students to that point, and how to do so with respect for the innate humanity of the learners. This unit will help JSLs develop their skills as data informed practitioners, versed in reflection, assessment and student development.
PA DOE Competencies Met:		206 - Design and analyze assessments and identify how to incorporate results into the instructional planning process. 207 - Identify the several types of assessments.
October: Week Three		Unit Three: Lessons 1-3
October: Week Four		Unit Three: Lessons 4-6
November: Week One		Unit Three: Lessons 7-9
Unit 4	Education for Liberation: 201	Our educational process is the mode through which we can reinscribe or dismantle the societal structures, values and norms that currently inform our reality. In order to engage with the world around us in ways that will allow for liberation, and close the persistent gaps of social inequality, we will need to engage in the work of education within classroom spaces and beyond with critical awareness of what justice looks like and how to bring it to fruition. This unit will help guide JSLs toward principles of organizing and through methods of community engagement that allow students and educators to effectively practice educational activism. By becoming familiar with the ways that analysis and action can help shift conditions and contexts in our educational system, JSLs will become future educators who are better equipped to dismantle societal barriers in the interest of the learning and achievement of all students.
November: Week Two		Unit Four: Lessons 1-3
November: Week Three		Unit Four: Lessons 4-6

November: Week Four		Unit Four: Lessons 7-9
Unit 5	Teaching Unit: Week One	This unit consists of guiding JSLs through the process of writing six 60-minute lessons (which includes a mid-unit assessment and final assessment) that they will eventually teach. JSLs will complete three lessons for their first week, and make revisions based on peer feedback.
PA DOE Competencies Met:		506 - Seek out opportunities to both self-reflect and receive feedback from others to adjust future practice. 507 - Assess lesson plan effectiveness. 705 - Practice planning, sharing, and working collaboratively to improve instructional skills, student success and the professional culture and climate of the school. 606 - Research culturally relevant and sustaining practices in the design of an instructional activity or lesson.
December: Week One		Unit Five: Lessons 1-3
December: Week Two		Unit Five: Lessons 4-6
December: Week Three		Unit Five: Lessons 7-9
December: Week Four - Winter Break		
Unit 6	Teaching Unit: Week Two	This unit consists of guiding JSLs through the process of writing six 60-minute lessons (which includes a mid-unit assessment and final assessment) that they will eventually teach. JSLs will complete the last three lessons for their first week, and make revisions based on peer feedback.
PA DOE Competencies Met:		506 - Seek out opportunities to both self-reflect and receive feedback from others to adjust future practice. 507 - Assess lesson plan effectiveness. 705 - Practice planning, sharing, and working collaboratively to improve instructional skills, student success and the professional culture and climate of the school. 606 - Research culturally relevant and sustaining practices in the design of an instructional activity or lesson.
January: Week One		Unit Six: Lessons 1-3
January: Week Two		Unit Six: Lessons 4-6
January: Week Three		Unit Six: Lessons 7-9
Year Three/Four: Semester Two		

Week One + Week Two: Professional Development and Expectations	<p>JSLs will take this week to go through orientation regarding how to be effective teaching assistants in their host classroom. They will receive their assignments at the beginning of week two, and will use that week to observe the class and become familiar with the environment.</p> <p>Week one should focus on building skills like timeliness, and active participation in the class space as a teaching assistant (being present and attentive, demonstrating skills of scholarship for students, etc.)</p>
PA DOE Competencies Met:	<p>103 - Acquire required clearances to participate in clinical experiences. 502 - Participate in an elementary, middle, high school, career and technical center or cross-grade instructional program. 503 - Meet with mentor teacher and plan for active participation in the classroom. 504 - Maintain a log of time and activities in clinical experiences.</p>
January: Week Four	
February: Week One	
Week Three: Establishing the community agreements	<p>Making a sincere investment in student voice and student perspective, and why that matters in the context of many present day educational experiences.</p> <p>Introducing the use of collective community agreements and norms in order to establish shared investment in the learning community, and to allow for unified progress toward a shared goal</p> <p>Grounding the community agreements in the humanity of everyone in the community (socio-emotional/socio-cultural)</p>
PA DOE Competencies Met:	<p>510 - Establish high expectations for each learner and treat them as capable and deserving of achieving success. 604 - Communicate in linguistically and culturally relevant ways that demonstrate respect for learners, educators, educational leaders, and families.</p>
February: Week Two	
Week Four: Practices to build the identify of a learner	<p>Establishing a sincere sense of belonging, and a “Me to We”, collective mindset regarding learning.</p> <p>Framing the current process of learning as part of a legacy of thought and scholarship that everyone in the learning community belongs to.</p> <p>Unpacking some of the experiences that have taken place within the system of education that have contributed to the erosion of the identity of the learner as intelligent/capable/etc.</p> <p>Establishing that students all have specific intelligences, perspectives and contributions to make. The learning community being has space to hold everyone's needs, and the capacity to differentiate so that the whole community can benefit</p>

PA DOE Competencies Met:	302 - Identify and practice strategies to cultivate respectful and affirming environments and a sense of belonging for all students. 303 - Identify and practice strategies for fostering a culture for learning. 304 - Identify and practice strategies for supporting positive student behavior. 404 - Discuss how social issues and relationships affect students. 510 - Establish high expectations for each learner and treat them as capable and deserving of achieving success.
February: Week Three	
Week Five: Purpose Driven Reinforcement (Practice and Assessment)	Practices that continue to uphold the energy of the learning community over time (investment in outcomes/feedback/individual and collective accountability/interdependence/collaboration/joy and genuine care/intellectual safety)
PA DOE Competencies Met:	508 - Observe and evaluate students' performance and development.
February: Week Four	
Week Six: Determining the Direction (Practice this week is a preview of Week Seven)	Making informed/collective determinations about the direction of learning. Setting learning goals as students (individual and collective), as facilitators, and as a learning community as a whole (and conducting check-ins/feedback).
March: Week One	
Week Seven: Support from the tangible environment	Learning Aides (how to use them, and the scope of how they can be incorporated creatively) Managing classroom materials Classroom arrangements (what different shapes can be made in the classroom, and what purpose do they serve?) Room flexibility/Stations and Support Areas (how can a classroom be (re)organized and segmented to facilitate learning in different ways) Alternative learning environments (when to leave the classroom)
PA DOE Competencies Met:	204 - Identify educational resources and evaluate uses in the classroom. 301 - Identify classroom modifications and accommodations to meet the needs of all students. 305 - Identify and practice strategies for organizing physical and digital spaces for learning.
March: Week Two	

<p>Week Eight: Everyone Shows Up</p>	<p>Establishing moments throughout the learning process that are centered on students demonstrating their learning, taking accountability for the process of sharing (cognitive lift) knowledge and processing it, and showing commitment to their goals.</p> <p>Incorporating opportunities for student leadership, collaboration, and fulfilling strategic roles in the classroom community</p> <p>Practicing academic dedication (what is the most important thing to be learned next, and how can we apply our best energy to it as facilitators and students)</p> <p>Providing the best opportunity for learning as a facilitator (modeling the outcome/objective, clarifying effectively, providing clear directions, using exemplars, using good pacing)</p>
<p>PA DOE Competencies Met:</p>	<p>405 - Promote asset-based perspectives about differences.</p>
<p>March: Week Three</p>	
<p>Week Nine: Week of Practice and Assessment - March Week Four</p>	
<p>Week Ten: Knowing When We Know</p>	<p>Assessing whether students are being challenged at an appropriate level and whether they are being exposed to knowledge that is deep and challenging</p> <p>Practicing questioning strategies and teaching critical thinking strategies to students that will help push students' thinking/analysis skills</p>
<p>PA DOE Competencies Met:</p>	<p>401 - Identify a learner's cognitive, physical, emotional, and social developmental stages (Pre-K-12).</p> <p>402 - Identify strategies for designing learning environments based on learner's developmental stages.</p> <p>403 - Identify strategies for designing and delivering instruction based on learner's developmental stages.</p>
<p>April: Week One</p>	
<p>Week Eleven: Assessing Understanding</p>	<p>How to check the momentum of your lesson according to its progress toward your objectives</p> <p>Employing checks for understanding and assessment (during direct instruction and independent work) throughout the lesson to gauge student learning</p> <p>Introducing the function of different approaches to discussion, student engagement, and soliciting student responses</p> <p>Incorporating demonstrations of student learning (Students demonstrate their evolving knowledge, skills, and habits through a variety of modes and at various points in the learning process.)</p>
<p>PA DOE</p>	<p>508 - Observe and evaluate students' performance and development.</p>

Competencies Met:	
April: Week Two	
Week Twelve: Institutional Support	<p>Navigating the specific learning needs of students who have IEP's and Language needs</p> <p>Engaging in appropriate differentiation strategies which help support learning at all levels</p> <p>Engaging with staff who deliver behavioral support and school culture support</p> <p>Engaging these additional systems in education without reinforcing trauma and oppression</p>
PA DOE Competencies Met:	<p>306 - Provide all learners with equitable and differentiated opportunities to learn and succeed.</p> <p>601 - Research students' rights in the public education setting (e.g., IDEA, Title IX, ESSA, FERPA).</p> <p>602 - Describe ways educators can support students identified as needing special services (e.g., emerging multilinguals, special education).</p>
April: Week Three	
April: Week Four - Spring Break	
Week Thirteen: Week of Practice and Assessment	
Week Fourteen: Personal and Professional Development	<p>Engaging in the process of ongoing personal and professional development and goal setting as instructors (setting goals, engaging in evaluation)</p> <p>Practicing awareness of self identity and staying aware of their individual interests and investment as educators (What do I want out of this? What is my purpose/philosophy as an educator?)</p> <p>Knowing when and how to "sustain the soul that serves" as an educator, by practicing quality care of ones' own wellness across various areas</p> <p>Participating in networks of support, mutual growth, and mentorship as an educator</p>
PA DOE Competencies Met:	<p>706 - Identify resources for engaging in professional learning, inquiry, and growth.</p> <p>707 - Identify and use resources to support self-care wellness.</p>
May: Week One	
Week Fifteen	Apprenticeship Focus: Developing a Learning Community
May: Week Two	

Week Sixteen	Apprenticeship Focus: Structuring The Learning Process
May: Week Three	
Week Seventeen	Apprenticeship Focus: Evaluation, Systems and Support
May: Week Four	
Week Eighteen: Program Culmination Week	
June: Week One	

Section 8: Industry Recognized Credential

Teaching Academy is an industry-recognized credential that measures competence in teaching awareness and effectiveness, offers a 15-20 hours/week work-based over the course of two semesters or 36-40 weeks. During their teaching apprenticeship, students are observed on a regular basis by the Teaching Academy facilitator on teaching competencies and culturally proficient pedagogy using instruments developed by CBED that meet college-level student teaching standards. Examples of instruments include *Effective Teaching Checklist*, *Teaching Literacy Rubric*, and *Coaching Rubric for Curriculum Implementation, Classroom Community, and Professionalism*. Instruments for additional teaching strands are in development. Teaching Academy Facilitators and/or lead teachers will provide feedback to the teaching apprentices after each observation and provide a summary assessment after each semester during both junior and senior years. Mid-point assessment and summative assessment that is demonstration-based. Students produce a unit and demonstrate how they would teach it. The Teaching Academy facilitator produces an assessment of the work and shares it with the teaching apprentice.

Section 9: Career Acquisition & Supporting Activities

Teaching Academy connects youth to next steps for a career in teaching through an 15-20 week teaching apprenticeships during the school day for students who have completed grade level 9 and 10 LCC coursework. During years 3 and 4, students do a half year of coursework and a half year apprenticeship at an elementary partner school. The Center also offers paid afterschool and summer apprenticeships through our Freedom Schools Literacy Academy. These opportunities are currently optional to students who are enrolled in Teaching Academy, but highly recommended. Summer programming is 5-weeks and high school and college students teach literacy to students in grades 1-3. Teaching apprentices receive 1 week of training to prepare and high school apprentices are mentored by college apprentices, and have coaches that facilitate their teaching experience and completion of an education-oriented service learning project. Although optional, high school students are encouraged to take advantage of these paid teaching apprenticeships throughout their high school and college career.

The Center is in current conversations with Philadelphia colleges and universities, such as

Temple University, to map how we might offer Teaching Academy as a dual enrollment education course to high school juniors and seniors. Depending on the number of dual enrollment courses taken, high school students may graduate having completed their first year of college and well-integrated into their education major.

Teaching Academy invites guest speakers, especially practicing teachers of color and paraprofessionals, as well as district staff to come and speak about their experiences as educators and to encourage students enrolled in our programming to pursue a career in education. With the current teacher shortage, there is opportunity to build out a job placement program for students who start their teaching career as Teaching Academy apprentices to return with guaranteed jobs after credentialing and licensure. Additionally, we encourage Human Resources staff at the district to speak with students about resume building, how to apply for teaching jobs, open positions in the district, as well as what they look for in applications and applicants.

Section 10: Success Defined

The Teaching Academy apprenticeship is school site based. Successful implementation of the Black Teacher Pipeline (BTP) Teaching Credential program includes four years of programming and the following number of students:

	Description	Success Metrics
Year 1	One high school site that hosts a year-round Teaching Academy elective course serving 30 kids 9th grade students.	30 students [ninth grade only]
Year 2	One high school site that hosts a year-round Teaching Academy elective course serving 30 ninth grade students and 30 tenth grade students.	60 students [30 ninth grade/30 tenth grade]
Year 3	One high school site that hosts a year-round Teaching Academy elective course serving 30 ninth grade students, 30 tenth grade students, 30 eleventh grade students. One elementary school site hosting an apprenticeship of up to 30 students.	90 students [30 ninth grade/30 tenth grade] [30 eleventh grade apprentices]
Year 4	One high school site that hosts a year-round Teaching Academy elective course serving 30 ninth grade students, 30 tenth grade students, 30 eleventh grade students.	120 students [30 ninth grade/30 tenth grade] [30 eleventh grade apprentices] [30 twelfth grade apprentices]

	Two elementary school sites hosting an apprenticeship of up to 60 students.	
Totals	3 school sites [1 high school /2 elementary]	120 students

Program Assessment and Outcomes

Teaching Academy assesses student growth in four areas: 1) Interest in teaching and higher education; 2) Positive racial identity; 3) Academic self-efficacy; and 4) Social justice orientation.

Assessments are conducted three times during a program year: before the program begins, at mid-year, and at end of year. Data include surveys, interviews, focus groups, and observations of the high school and college students during teaching. Data is collected each year the students are enrolled in a Black Teacher Pipeline apprentice program and stored in a comprehensive database to facilitate regular evaluation of program effectiveness.

Freshman and sophomores in Teaching Academy complete a performance-based service learning project focused on education. This is assessed by the Teaching Academy facilitator based on a project rubric with a four point scale. This rubric includes assessing students on oral communication, enthusiasm and creativity, appearance, and research and project impact.

Year	Assessment
9th grade	<ul style="list-style-type: none"> ● One semester-long service project ● Survey on attitude changes in interest in teaching and higher education, positive racial identity, academic self-efficacy, and social justice orientation.
10th grade	<ul style="list-style-type: none"> ● One semester-long service project ● Survey on attitude changes in interest in teaching and higher education, positive racial identity, academic self-efficacy, and social justice orientation.
11th grade	<ul style="list-style-type: none"> ● Mid-point and summative assessment on the LeCount-Catto curriculum ● Teaching observations ● Performance-based assessment [develop a lesson and teach the lesson] ● Survey on attitude changes in interest in teaching and higher education, positive racial identity, academic self-efficacy, and social justice orientation.
12th grade	<ul style="list-style-type: none"> ● Mid-point and summative assessment on the LeCount-Catto curriculum ● Teaching observations ● Performance-based assessment [develop a lesson and teach the

	<p>lesson]</p> <ul style="list-style-type: none"> • Survey on attitude changes in interest in teaching and higher education, positive racial identity, academic self-efficacy, and social justice orientation.
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Section 11: Targeted Populations

Black Students

Our program targets Black high school students. We assess positive racial identity growth specific to Black teaching apprentices and students who are taught by apprentices in our program. We use culturally appropriate curriculum and pedagogy to teach literacy to elementary students and our Teaching Academy curriculum incorporates Black educational theory and practice. Finally, Teaching Academy students are reflective of the student population.

English Learners

Our program currently does not offer curriculum modifications for English Learners. We rely on the school sites where Teaching Academy is being offered to help support with identifications of ELs, as well as collaborate with lead teachers/facilitators to develop an understanding for how we can best support second language learners who want to participate in our program.

Special Education Students

We currently do not offer this type of support for our apprentice programming. Our current program model collaborates with the school/district and lead teachers/facilitators to support any apprentices with disabilities.

Assessment Bias and Fairness

Currently our assessments reflect the experience of Black high school students whom the program is aimed to serve.

Data Reports

CBED will produce district-level and school-level reports on student progress in Teaching Academy for each high school that participates and for the district as a whole. Reports will be issued at mid and end-of-year for Teaching Academy.

For high school students in Teaching Academy we report on growth in interest in teaching and higher education, positive racial identity, academic self-efficacy, and social justice orientation. In addition, for students in Teaching Academy we also measure growth in knowledge of culturally grounded educational content. This content is designed to develop students' understanding of the philosophies and ideologies of people of African descent in connection with education, while making connections to current socio-cultural experiences as Black people in the American

educational system. During teaching apprenticeship, we report on increase in teaching skills and culturally responsive teaching through behavioral observations.

We will work with SDP to deliver data in the format requested by the district and can provide raw data extracts for all students assessed using the required descriptives. Finally, we will provide information on secure data transfer procedures such as password protected files, and unique student identifiers developed for this work.

Section 12: Professional Development

Teaching Academy provides ongoing, continuous professional development and training for each facilitator(s) or lead teacher(s) who serve as a course instructor. Our PD is grounded in scholarly research. We draw on sources such as Professional Development for and by Teachers of Color and Indigenous Teachers [Rita Kohli] and The Cultural Proficiency Continuum: Lindsey, Randall B., Roberts, Laraine M., & Franklin Campbell Jones. The school district can choose to utilize one of the Center’s facilitators or choose a teacher to serve as the Teaching Academy instructor. We recommend that teachers selected for this position are highly effective, passionate about teaching for educational justice and have availability in their schedule to dedicate time to developing deep relationships with students.

Teaching Academy training and ongoing professional development includes the following:

Year	Title/Duration	Topics
Year 1	9th Grade Workshops Training [90 min]	<p>A. Introduction to Purpose of Teaching Academy Workshops [Teaching Academy Workshop Example Appendix A]</p> <ul style="list-style-type: none"> - 12 week outline of Teaching Academy 9th grade workshops: Let’s explore - Accessing materials and curriculum - Values of Teaching Academy - Goals for Workshops - Workshop Schedule (Dates and Dates of Office Hours/Trainings) <p>B. Workshop Modeling by Center staff</p> <p>C. Preparing for Implementation: Next Steps Next meeting + Office Hours</p> <p>D. Student Recruitment (9th and 10th grade)</p> <p>E. Workshop Evaluations and Feedback</p>
		<p>Office Hours Structure</p> <ul style="list-style-type: none"> - Opening Check-in - JSL Workshop Feedback + Evaluation [Appendix B] “Exit Ticket”)

		<ul style="list-style-type: none"> - Review concepts from previous session, culminating activity responses, and make responsive adjustments according to data - Preparation for upcoming workshop(s) <ul style="list-style-type: none"> - Skill building/covering concepts - Weekly proactive email to provide support to facilitators of current workshop (Provide access to exit ticket and feedback - provide data)
Year 2	Virtual Training [4 hours]	<p>Hour One [LeCount-Catto Curriculum Example Training Appendix C]</p> <p>A. Introduction to LeCount Catto Curriculum</p> <ul style="list-style-type: none"> - Objectives of the curriculum and the philosophy of the program/the curriculum - Pillars of the program + what Servant Leadership means - Discussion/Exploration: Interactive activity w/ Facilitators <p>B. How to Use the Curriculum</p> <ul style="list-style-type: none"> - Overview of Unit Outlines and Content for Units 1-6 - Introduction to culminating projects and work - Exploration of the structure of lessons - Where to access the lessons and materials - Plans for ongoing development and support <p>Hour Two (one virtual training): Modeling of Lesson by Center staff</p> <p>Hour Three: Practice and preparation for modeling + Modeling specific component of lesson</p> <p>Hour Four: Feedback</p>
Years 3&4	<p>1:1 in-person support and virtual support</p> <p>Additional unit-based webinars based on the</p>	<p>Le-Count Catto Webinars (Schedule and Content)</p> <p>A. Teaching/Liberation Academy: Objectives, History, and Philosophy</p> <p>B. Teaching the Texts: Approach and Key Themes</p> <p>C. Evaluation: Program Goals, Assessment and Responsiveness</p> <p>D. JSL Portfolio: Components and Assignments</p> <p>E. Symposium: Engaging the Research Process</p> <p>F. Education Activism: Campaign Development and Community Work</p> <p>LCC Curriculum Unit Support</p>

	<p>the LCC curriculum</p>	<p>Unit One: History of African American Educational Thought - Script</p> <ul style="list-style-type: none"> - Objectives of the unit - Background knowledge and content information - Support for facilitation - Outcomes, assignments, and unit assessments <p>Unit Two: Understanding the American Educational Context - Script</p> <ul style="list-style-type: none"> - Objectives of the unit - Background knowledge and content information - Support for facilitation - Outcomes, assignments, and unit assessments <p>Unit Three: Liberatory Philosophy and Servant Leadership - Script</p> <ul style="list-style-type: none"> - Objectives of the unit - Background knowledge and content information - Support for facilitation - Outcomes, assignments, and unit assessments <p>Unit Four: Liberatory Classrooms - Script</p> <p>Unit Five: Liberatory Educational Institutions - Script</p> <p>Unit Six: Education for Liberation - Script</p>
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Survey Results

Center staff observe Teaching Academy facilitators utilizing an observation form [Appendix D] and provide 1:1 coaching and feedback. 2021-2022 Teaching Academy facilitators/teachers supported 160 high school students enrolled in one semester across 4 high school sites in 3 states (PA, NJ, and MI). The positive impact that they made on the student experience included a 35% rate of increase in teaching and 94% of students expressing an interest in attending college. Teaching Academy measures the following:

1) Interest in Teaching and Higher Education

- I have an interest in teaching.
- I am interested in attending college/university upon graduation.

2) LeCount-Catto (LCC) Curriculum Content

- I understand the role of culture and identity in education.
- I can make connections between history and our current society when thinking about education.
- I am aware of the specific impact that access to a Black educator has on students.

- I am able to critically examine the structures that guide the process of education.

3) Positive Racial Identity

- I have a strong sense of belonging to other Black/Brown people.
- If I were to describe myself to someone, one of the first things that I would say is that I'm Black/Brown
- I am proud to be Black/Brown.

4) Academic Self-Efficacy

- Even when things are tough, I can perform quite well.

5) Social-Justice Orientation

- I am aware of political and social issues that impact my life and community, and I act to make society more just.
- I am confident that I can have a positive impact on others' lives and my community.

Students who have participated in Teaching Academy have shared:

- "When I learned about the walkout that all the students did for Black education in schools really inspired me to think of how my generation can come together and we can fight for what we think should be done in schools and we can advocate for ourselves and make a change."
- "If I was going to describe this program to the students enrolled in it next year, I would say it is a great program to help develop self-identity, what it means to be Black in public schooling, and the impact you could have as a future educator on Black students."

Section 13: Instructional Resources

Teaching Academy supports a facilitator or lead teacher with ongoing professional development and training as presented in Section 12: Professional Development. Instructional resources that support Teaching Academy and the success of the facilitator or lead teacher include our LeCount-Catto curriculum, which is outlined in Sections 4-7 of this Appendix of Scope of Services. If SDP chooses to use a lead teacher instead of a Center facilitator we would provide professional development and training utilizing the scope outlined in Section 12: Professional Development.

Students in 9th and 10th grade complete service learning projects. These projects do not involve additional instructional resources, but do provide students with a research in action framework. This framework includes students developing a research question, utilizing research methods to collect data, explaining research findings in a clear and concise manner, conducting a service project to address the determined issue, identifying the expected impact of the project, presenting the project at an end of semester symposium and reflecting on their learning.

Examples of projects include:

- Creation of a magazine

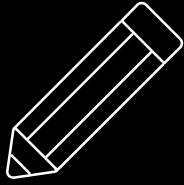
- Establishment of youth working groups and organizations
- Creation of a video project/documentary
- Holding a teach-in or informational session for the community
- Rallying
- Meeting with community stakeholders
- Meeting with politicians and government representatives.

Examples of research topics include:

- What is the impact of segregation on access to a quality education for African Americans in New Jersey?
 - How have people of African descent organized communities and established institutions to ensure access to a quality education?
-

Appendix

- A. [Appendix N: Pre-Proposal Conference](#)
- B. [Example slides: Teaching Academy Orientation](#)
- C. [Teaching Academy Coursework Feedback Survey](#)
- D. [Example slides: LeCount Catto Curriculum Training](#)
- E. [Teaching Academy Observation Form](#)
- F. [Teaching Academy Outcomes](#)



Liberation Academy Workshop Orientation





OBJ

Facilitators of 9th Grade Liberation Academy Workshops will:

- Become familiar with the content of workshop one (W1)
- Know where and how to access materials and resources
- Have a foundation for preparing for their own facilitation of W1

Agenda:

1

Ice Breaker

2

Exploring LA Workshops

3

Workshop Modeling

4

Support and Next Steps

1

Ice Breaker

As a person who works in schools

1. What is one of the most important things that you try to provide for students?
2. Why did you choose education?

Education: Grounding in Purpose and Context

Please answer each question thoughtfully.

@gmail.com [Switch account](#)



* Indicates required question

Email *

Your email

The workshop was well facilitated. *

Strongly disagree

1

2

3

4

5

6

Strong agree



The facilitator provided multiple opportunities for group participation. *

Strongly disagree

1

2

3

4

5

6

Strong agree

This workshop helped me understand the overall process of socialization *

Strongly disagree

1

2

3

4

5

6

Strong agree



Explain in your own words the role that schools play in the socialization process: *

Your answer

The reading by Ayi Kwei Armah helped me understand how socialization can affect people of African descent: *

Strongly disagree

1

2

3

4

5

6

Strong agree



I think some of the ways that schools are currently socializing students should change: *

Strongly disagree

1

2

3

4

5

6

Strong agree

The facilitator adequately addressed my questions.. *

Strongly disagree

1

2

3

4

5

6

Strong agree



Lingering questions, thoughts or comments?

Your answer

Submit

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Le-Count Catto Curriculum TRAINING 2022

SESSION OBJECTIVES

LCC facilitators will learn

- 📌 about the structure and components of LCC Curriculum and Units
- 📌 how to facilitate an LCC lesson

Introduction to LCC

Objectives of Curriculum + Values(15)

Exploration of LCC Goals (10)

Break (5)

Navigating the Curriculum

LCC: Semester One Content (10)

Lessons, Materials and Support (15)

Break (5)

Lesson Modeling

Liberation Academy Vision

Liberation Academy is designed to attract, cultivate, and support future education professionals who are dedicated to intellectual development, committed to social change, civically aware, and conscious of their role as servant leaders.

Liberation Academy will provide JSLs with an intellectually rigorous, collaborative environment designed to foster a love for acquiring and sharing knowledge, opportunities for personal and professional character development, and a strong foundation for pursuing long-term careers in education.

Teaching Academy Observation Form

For ratings that fall below a 5, consider what would have moved the rating up to the next level. Record your thoughts in the analysis section.

1. Class Visited

Mark only one oval.

- SLA Beeber: Dukes
- SLA Beeber: Bentum
- Mastery Camden: Darden

2. Date:

Example: January 7, 2019

3. Lesson/Workshop:

4. Components of Liberation Academy Observed:

Check all that apply.

- Opening
- Instruction (Meaning Making)
- Collective Work (Learning Circle/Building)
- Closing (Reflection + Extension)
- Full Lesson/Workshop

5. The Liberation Academy session is on topic, and is addressing subjects covered in the curriculum.

Mark only one oval.

Strongly Disagree

1

2

3

4

5

Strongly Agree

6. The facilitator demonstrates a clear understanding of the content.

Mark only one oval.

Strongly Disagree

1

2

3

4

5

Strongly Agree

7. The class reflects evidence of community building, connection, and sense of belonging.

Mark only one oval.

Strongly Disagree

1

2

3

4

5

Strongly Agree

8. Facilitator encourages critical thinking throughout the lesson.

Mark only one oval.

Strongly Disagree

1

2

3

4

5

Strongly Agree

9. Facilitator fosters students' active engagement in the learning process.

Mark only one oval.

Strongly Disagree

1

2

3

4

5

Strongly Agree

10. Comments/Observations:

11. Analysis (Highlights + Opportunities for Improvement):

12. Supports/Adjustments for next time:

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Teaching Academy – 2021-22 Outcomes



The Center for Black Educator Development's Teaching Academy is a year-round high school Career & Technical Education (CTE) course for Black students interested in teaching. In an intellectually rigorous, collaborative environment, the Teaching Academy is designed to build a strong foundation for pursuing long-term careers in education by fostering a love for learning and sharing knowledge. Schools offer the Teaching Academy to their students for up to four years with the option to conduct programming up to five days a week. We also partner with higher education institutions to provide college credits through dual enrollment so that students can graduate high school with an associate degree in education and certification as an educational paraprofessional. The Center for Black Educator Development assists schools with implementing the dual enrollment programming by providing guidance on course content and equivalency.

Outcomes of our pilot of the Teaching Academy program during the 2021-22 school year

- 160 high school students enrolled in one semester across 4 sites in 3 states (PA, NJ, and MI).
- 35% rate of increase in teaching.
- 94% interested in attending college.
- 12 statistically significant increases ($p < 0.10$) across the five targeted growth categories stated below:

Interest in Teaching and Higher Education

- I have an interest in teaching.
- I am interested in attending college/university upon graduation.

Le Count-Catto (LCC) Curriculum Content

- I understand the role of culture and identity in education.
- I can make connections between history and our current society when thinking about education.
- I am aware of the specific impact that access to a Black educator has on students.

"When I learned about the walkout that all the students did for black education in schools really inspired me to think of how my generation can come together and we can fight for what we think should be done in schools and we can advocate for ourselves and make a change."

- I am able to critically examine the structures that guide the process of education.

Positive Racial Identity

- I have a strong sense of belonging to other Black/Brown people.
- If I were to describe myself to someone, one of the first things that I would say is that I'm Black/Brown
- I am proud to be Black/Brown.

Academic Self-Efficacy

- Even when things are tough, I can perform quite well.

Social-Justice Orientation

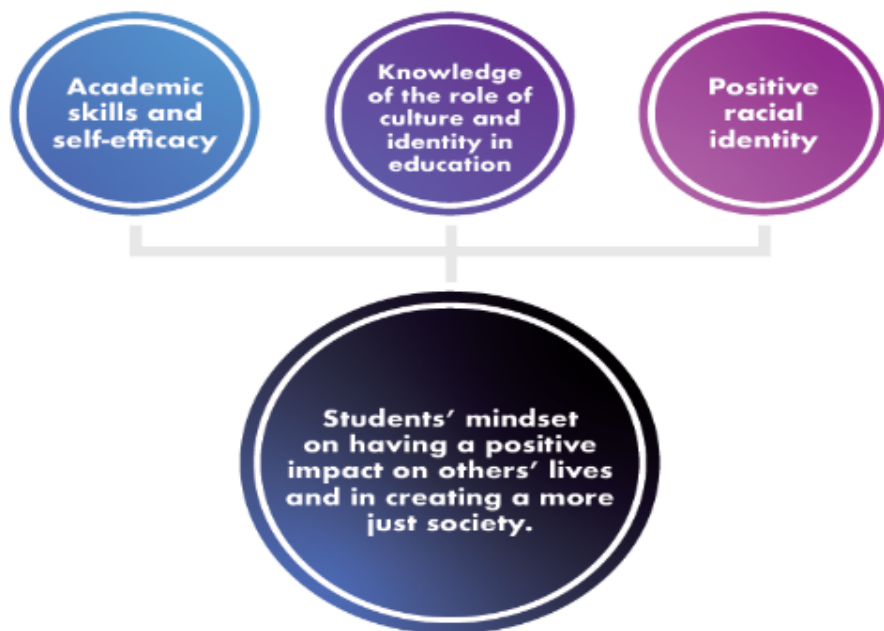
- I am aware of political and social issues that impact my life and community, and I act to make society more just.
- I am confident that I can have a positive impact on others' lives and my community.

"If I was going to describe this program to the students enrolled in it next year, I would say it is a great program to help develop self-identity, what it means to be Black in public schooling, and the impact you could have as a future educator on Black students."

Importance of Sense of Belonging

We also looked at changes in average ratings of participants' sense of belonging after completing one semester of the Teaching Academy.

With this sample of students, we found that Teaching Academy programming creates a sense of belonging with statistically significant correlations ($r = 0.516$ to 0.837 , $p < 0.01$) to students' exposure to cultural educational history, pride in Black identity, academic self-efficacy, social-justice and servant leadership.



Prediction of Social Justice and Servant Leadership Mindset

Researchers used a multiple regression analysis to test how cultural educational history, pride in Black identity, and academic self-efficacy predicted a social justice mindset. We found a combination of these three variables significantly predicted 73% of students' change in mindset.

This means if students have knowledge of their cultural educational history, trust in their own academic self-efficacy and a positive racial identity, they believe they can have a positive impact on others' lives and create a more just society.



**CENTER FOR
BLACK EDUCATOR
DEVELOPMENT**

PROPOSAL FORMAT

TABLE OF CONTENTS

Section 1: Proposer Organization and Signature	1
Section 2: Experience of the Proposer	2
Section 3: Capacity & Staff Plan	3
Section 4: Plan of Work	4
Section 5: Evaluation & Reporting	8
Section 6: Pricing	9
Section 7: Financial Data & Audits	10

Section 1: Proposer Organization and Signature

PROPOSER: Center for Black Educator Development

MAILING ADDRESS: Center for Black Educator Development
PO BOX 7439
Philadelphia, PA 19101

TELEPHONE NUMBER: (267) 854- [REDACTED]

A. OWNERSHIP HISTORY/EXPERIENCE:

The Center for Black Educator Development (the Center) was launched in May 2019 by veteran educator and former U.S. Department of Education Principal Ambassador Sharif El-Mekki. The Center’s goal is to lift up low-income Black scholars by substantially increasing the number of Black teachers at the front of their classrooms. In Philadelphia, where the Center is headquartered, the student body is over 50% Black, but only 24% of the teachers are Black, and just 4% are Black men.

The organization is a registered c3. We partner with states, districts, and CMOs to implement a comprehensive Black Teacher Pipeline (BTP) program to recruit talented Black high school students to advance social and racial justice by pursuing a career in

education and support their twelve year journey of four years in high school, four years in college and the first four years of teaching.

Our programs are currently being offered in Philadelphia, Camden (NJ), Detroit, and Memphis. Each phase of our pipeline serves an intentional purpose. In the first four years, we focus on inspiring high students and providing them with the foundational knowledge, skills, and clinical experiences of teaching. Next, we support qualified students to and through the completion of an education degree or certificate. Finally, we support job placement and provide multifaceted support during the first four years of teaching. The Center’s programming ensures aspiring Black teachers experience opportunities to pursue a career in education that are highly effective, sustainable, predictable, and anti-racist.

B. PROPOSER CONTACT INFORMATION

Name: Jahdiya Semper
Title: Director of Operations
Phone: (267) 854-
Email: @thecenterblackened.org
EIN 
DUNS No: 

Section 2: Experience of the Proposer

The Center has a longstanding leadership role within the Philadelphia community. Our founder and CEO, Sharif El-Mekki, has spent his career working in Philadelphia schools and founded the Center to provide opportunities for Black children and Black youth in Philadelphia to pursue careers in education. We currently offer Black Teacher Pipeline programs at 5 school sites in the greater Philadelphia area. These include:

- Frederick Douglas Elementary - Summer Freedom Schools Literacy Academy
- Harrity Elementary - Afterschool Freedom Schools Literacy Academy
- Mastery Prep Elementary - Summer Freedom Schools Literacy Academy
- Tanner Duckrey Elementary - Summer Schools Literacy Academy
- Science Leadership Academy at Beeber - Teaching Academy

Additionally, we have contracted with SDP in several capacities. Most recently, SDP solicited our services in February 2023 to run a Culturally Responsive School Leadership Academy with school leaders and district office staff. We provided this cohort of leaders with in-person workshops focused on strengthening and developing collaboration with families through a culturally responsive and proficient lens. We will also be leading a workshop at the end of May 2023 with SDP’s cohort of aspiring leaders around the same topic related to mindsets and

collaboration with families. This cohort will include 30 people and participants from Temple University and the University of Pennsylvania.

We partner with TFA - Philadelphia. We have provided contracted workshops for first year core members to reflect on their teaching experiences and have worked directly with second year teachers to support career-path design, change management, growth and educational leadership and impact. We have also contracted with Neubauer Fellowship to provide workshops that support their school leader fellows to strengthen mindsets and practices pertaining to anti-racism, anti-bias and equity driven leadership.

Finally, we are currently engaged with Drexel University to support Drexel's School of Education in creating a mentorship program. We are assisting in building a detailed scope and sequence outlining the various culturally proficient and sustainable competencies to create specific training for their mentors. We will be providing ongoing support in helping the mentors create and implement development plans for their respective mentees, based on the culturally proficient and sustainable competencies from the training. This will ensure the following: (a) mentors support and develop their mentees through a culturally proficient lens and (b) mentees are ongoingly developing and implementing culturally proficient mindsets and practices with students, families and colleagues.

Section 3: Capacity & Staff Plan

Our Black Teacher Pipeline apprenticeship model is a school-based model. Programming occurs in partnership with high schools and elementary schools. High schools offer our Teacher Academy elective course for high school students to introduce them to the teaching profession through a social justice lens. Once students have completed two years of the coursework in 9th and 10th grade, they then begin clinical practice as literacy instructors for rising 1st through 3rd graders. Programming would launch at one high school site as an elective course with one facilitator or lead teacher.

To launch the course, we would need support from the school leader and one lead teacher or facilitator who would instruct one course for a maximum of 30 students. The school district can choose to utilize one of the Center's facilitators or choose a teacher to serve as the Teaching Academy instructor. We recommend that teachers selected for this position are highly effective, passionate about teaching for educational justice and have availability in their schedule to dedicate time to developing deep relationships with students.

To stand up the program, train staff, and launch the course the Center would provide central staff to support the program launch including:

- Managing Director of Instructional Programming - Manages and oversees the entire Teaching Academy program launch and Center staff who implement Teaching Academy.
- Director of Instructional Programming - Oversees regional operations and supports with instruction and curriculum implementation.

- Content Developer - Iterates, updates and builds out Teaching Academy curriculum and resources.
- Assistant Director of Instruction - Supports the Director of Instructional Programming.
- Regional Director - Manages the Regional Manager and supports logistics and site implementation.
- Regional Manager - Manages the facilitator of the Teaching Academy program and serves as the on-the-ground liaison between the facilitator and Center staff.
- Facilitator* - Implements and serves as the main instructor of Teaching Academy unless the district determines they would like to select their own lead teacher for the elective course.

Our seven staff will support the selected high school site to stand up a Teaching Academy. Central office staff oversee general operations while the regional staff engage at a deeper level with the school around program implementation, logistics and rollout, including PD for facilitators/lead teachers on our Teaching Academy LeCount-Catto curriculum coursework, literacy training for high school apprentices during clinical practice and support with program logistics.

Infrastructure and equipment needed to implement our Teaching Academy include basic classroom technologies, such as a projector, computer and wifi. As an elective course, the program is offered in the lead teacher's classroom. Our programming does not require additional infrastructure or equipment beyond what is in the classroom. If a need arises and the lead teacher or any of the students in Teaching Academy necessitate additional technology, we are able to lend iPads or Chrome books for staff or apprentices enrolled in the program.

Section 4: Plan of Work

Planning

The Center's Teaching Academy Apprenticeship is designed to attract, cultivate, and support future education professionals who are dedicated to intellectual development, committed to social change, civically aware, and conscious of their role as servant leaders. Teaching Academy provides high school students or Junior Servant Leaders with an intellectually rigorous, collaborative environment designed to foster a love for acquiring and sharing knowledge, opportunities for personal and professional character development, and a strong foundation for pursuing long-term careers in education.

Our mentorship model provides high school apprentices with targeted instructional coaching and professional development designed to prepare them to serve as teaching assistants and instructors in mentor classrooms. The entry point to this apprenticeship is through our Teaching Academy program and we partner with high schools to offer Teaching Academy as an elective credit. Once students complete two-years of coursework they are eligible for a clinical apprenticeship to teach rising 1st through 3rd grade students.

The Teaching Academy apprenticeship is a four full-years of programming and grounded in instruction and practice. Per Act 158, the apprenticeship would support the School District of Philadelphia's new requirements to graduate ready for success in college, career and life, by offering a terminal CTE course for 4 years totalling 4 credits toward the 23.5 needed to graduate and programming that requires students to complete a multidisciplinary project.

Current programming at the Center includes apprentices participating in afterschool and summer FSLA programming to receive credit hours. We can maintain this type of programming for SDP high school students, but in order to move toward a fully recognized CTE program would require more vocational training opportunities during the school day. This would require a partnership with SDP and an agreement to partner with elementary schools to ensure students are able to be released during the school day to earn clinical teaching credit hours toward a CTE Concentrator diploma. The Center would launch this Black Teacher Pipeline (BTP) Teaching Credential in four phases:

- Phase I** Partner with a high school to launch Teaching Academy.
- Phase II** Partner with an elementary school for students who take BTP coursework to have a site for a supervised clinical teaching experience.
- Phase III** Implement a half-year apprenticeship experience for high school students who have taken two years of BTP coursework to be released to the partner elementary school for a semester-long supervised teaching apprenticeship.
- Phase IV** Implement year two of the second semester-long supervised teaching apprenticeship for high school students during the school day at the partner elementary school.

The Center's plan to perform this work includes working with SDP to identify one partner high school and one elementary school to launch the Black Teacher Pipeline (BTP) Teaching Credential. To determine the school sites who will be successful implementation partners, the Center has developed a short readiness criteria including:

- School leaders/sites who create "buy-in" for programming amongst staff and students.
- School leaders/sites who will partner with Center staff on appropriate program support and ongoing training and coaching for program staff/facilitators.
- School leaders/sites who will partner with Center staff on advertising and recruiting students.
- School sites that maintain a pipeline of predominantly Black students.
- School sites that need to increase the early literacy rates of Black students.

Once BTP coursework is launched at the high school, the Center will then work with SDP to determine the best elementary school site for Teaching Academy high school students to have

clinical teaching as experiences with rising 1st through 3rd graders. High school students would need to have completed two years of BTP coursework before qualifying for this apprenticeship. Additionally, it is preferred that the partner elementary school is in close proximity to the high school to ensure that students are able to easily travel during the school day to their placement, but this is not a requirement of the program.

Implementation

Our implementation timeline is a four-year engagement to ensure that our proof of concept is successful and strong partnerships are developed in the first two years of programming. Teaching Academy utilizes our proprietary Le Count - Catto Curriculum (LCC). This coursework is designed to develop student’s understanding of liberatory education, and build their capacity as future educators and advocates for educational justice. In years one and two, students focus on education activism and social emotional wellbeing. Lessons are designed to ground students in the history and traditions of education related organizing and institution building for people of African descent, while developing foundational skills that will help sustain the practitioner engaged in community facing work. In years three and four, students engage in a Teaching Apprenticeship, first with a semester as shapers of curriculum and instruction followed by a second semester of practice as a teaching assistant, and then as a full-year teaching apprentice. **Our implementation timeline for a full-CTE program and release time for juniors and seniors would include the following:**

	Curriculum/ Clinical Experience	Staff	Graduation Requirement Credits
Year 1 9th grade <hr/> Teacher Academy	Coursework: LeCount-Catto Curriculum Duration: 2 days/week Total Hours: 80 hours/full-year Number of Students: Up to 30 Clinical Experience (optional): Paid apprenticeship for after school or summer instruction at our Freedom Schools Literacy Academy	SDP: One SDP high school teacher to teach one section of Teaching Academy elective course Center: Central staff and regional staff support [see Section 3: Capacity]	Pathway 3: Career & Technical Education Concentrator 1 credit terminal CTE course

<p>Year 2 10th grade</p> <hr/> <p>Teacher Academy</p>	<p>Coursework: LeCount-Catto Curriculum</p> <p>Duration: 3 days/week</p> <p>Total Hours: 108 hours/full-year</p> <p>Number of Students: Up to 30</p> <p>Clinical Experience (optional): Paid apprenticeship for after school or summer instruction at our Freedom Schools Literacy Academy</p>	<p>SDP: One SDP high school teacher to teach two sections of Teaching Academy elective course</p> <p>Center: Central staff and regional staff support [see Section 3: Capacity]</p>	<p>Pathway 3: Career & Technical Education Concentrator</p> <p>1 credit terminal CTE course</p>
<p>Year 3 11th grade</p> <hr/> <p>Teacher Academy + Apprenticeship</p>	<p>Coursework: LeCount-Catto Curriculum</p> <p>Duration: Semester One: 54 hours/coursework</p> <p>Semester Two: 54 hours/coursework 36 hours/apprenticeship</p> <p>Total Hours: 144 hours/full-year</p> <p>Number of Students: Up to 30</p> <p>Clinical Experience (optional): Paid apprenticeship for after school or summer instruction at our Freedom Schools Literacy Academy</p>	<p>SDP: One SDP high school teacher to teach two full-year sections of Teaching Academy elective course and support supervision of one section of apprentices</p> <p>Center: Central staff and regional staff support [see Section 3: Capacity]</p>	<p>Pathway 3: Career & Technical Education Concentrator</p> <p>1 credit terminal CTE course</p>
<p>Year 4 12 grade</p>	<p>Coursework: LeCount-Catto Curriculum</p> <p>Duration:</p>	<p>SDP: One SDP high school teacher to teach two</p>	<p>Pathway 3: Career & Technical</p>

<p>Teacher Academy + Apprenticeship</p>	<p>Semester One: 54 hours/coursework</p> <p>Semester Two: 54 hours/coursework 36 hours/apprenticeship</p> <p>Total Hours: 144 hours/full-year</p> <p>Number of Students: Up to 30</p> <p>Clinical Experience (optional): Paid apprenticeship for after school or summer instruction at our Freedom Schools Literacy Academy</p>	<p>full-year sections of Teaching Academy elective course and support supervision of two sections of apprentices</p> <p>Center: Central staff and regional staff support [see Section 3: Capacity]</p>	<p>Education Concentrator</p> <p>1 credit terminal CTE course</p>
<p>Totals</p>			<p>4 years 4 credits 476 hours</p>

Section 5: Evaluation & Reporting

Phase I Partner with a high school to launch Teaching Academy.

Evaluation reporting will consist of reporting on the following milestones: recruiting a high school; selecting a Teaching Academy facilitator; enrolling high school students; training and coaching the facilitator; observing the facilitator; pre and post surveys and focus groups for Teaching Academy students on interest in teaching and in attending higher education, LeCount-Catto curriculum content, positive racial identity, academic self-efficacy, and social justice orientation, and evaluation of semester projects.

Phase II Partner with an elementary school for students who take BTP coursework to have a site for a supervised clinical teaching experience.

Evaluation reporting will consist of reporting on the following milestones: recruiting an elementary school; enrolling high school students; continued training and coaching of the facilitator/lead teacher; observing the facilitator/lead teacher; pre and post surveys and focus groups for Teaching Academy students on interest in teaching and in higher education, LeCount-Catto curriculum content, positive racial identity, academic self-efficacy, and social justice orientation, and evaluation of semester projects.

Phase III Implement a half-year apprenticeship experience for high school students who have taken two years of BTP coursework to be released to the partner elementary school for a semester-long supervised teaching apprenticeship.

Evaluation reporting will consist of reporting on the following milestones: enrolling high school students; establishing the schedule for the clinical teaching experience; supervision and observation of the teaching apprentices; pre and post measurement of literacy skills and positive racial identity in the elementary students served by the teaching apprentices; pre and post surveys and focus groups for Teaching Academy students on interest in teaching and in higher education, LeCount-Catto curriculum content, positive racial identity, academic self-efficacy, and social justice orientation; and measurement of growth in teaching skills through observations and teaching portfolio.

Phase IV Implement year two of the second semester-long supervised teaching apprenticeship for high school students during the school day at the partner elementary school.

Evaluation reporting will consist of reporting on the following milestones: enrolling high school students; establishing the schedule for the clinical teaching experience; supervision and observation of the teaching apprentices; pre and post measurement of literacy skills and positive racial identity in the elementary students served by the teaching apprentices; pre and post surveys and focus groups for Teaching Academy students on interest in teaching and in higher education, LeCount-Catto curriculum content, positive racial identity, academic self-efficacy, and social justice orientation; and measurement of growth in teaching skills through observations and teaching portfolio.

Section 6: Pricing

The following chart outlines the direct costs of our Black Teacher Pipeline Teaching Credential. This represents approximately 36-40 weeks of programming for Teaching Academy program staff, supplies, coursework, training, professional development and apprenticeship.

		Year 1	Year 2	Year 3	Year 4
	Entering Freshman	Transversing Freshman →	Sophomore →	Junior →	Senior →
		Level 1	Level 2	Level 3	Level 4
Teacher Academy					
Le-Count Catto Curriculum	-	23,000.00	23,000.00	23,000.00	23,000.00
Facilitator / Facilitation*	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
Salaries					
Managing Director of Instructional Programming	2,125	2,125	2,125	2,125	2,125
Director of Instructional Programming	5,566.00	5,566.00	5,566.00	5,566.00	5,566.00
Content Developer	260.00	260.00	260.00	260.00	260.00
Assistant Director of Instruction	1,474.00	1,474.00	1,474.00	1,474.00	1,474.00
Regional Director	4,682.00	4,682.00	4,682.00	4,682.00	4,682.00
Regional Manager	725.00	725.00	725.00	725.00	725.00
Supplies					
	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
	45,832.00	68,832.00	68,832.00	68,832.00	68,832.00
	\$ 45,832.00	\$ 68,832.00	\$ 114,664.00	\$ 114,664.00	\$ 114,664.00
					\$ 412,824.00
*Cost is only included if District decides to utilize a Center facilitator					

Section 7: Financial Data & Audits

Intentionally omitted.

APPENDIX H: SIGNATURE PAGE

DATE: <DATE>

RFP NO.: NG10265

RFP FOR: Act 158: Industry Recognized Credentials Services

PROPOSAL DUE DATE, TIME: May 25, 2023, 11:00 AM

OFFER:

The undersigned hereby offers to sell to The School District of Philadelphia the commodities or services indicated in the following pages of this Proposal at the price(s) quoted, in complete conformity with all conditions, specifications, and terms set forth in the RFP. All Proposals shall remain open, valid offers for a period of <180> days from the Proposal Due Date.

The person who signs this document must have actual authority legally to bind and obligate the Proposer. A signature on this document indicates that the Proposer accepts all School District of Philadelphia terms and conditions, and that any and all other terms and conditions submitted by the Proposer are null and void, even if such terms and conditions may purport to provide to the contrary. The Proposer's signature also certifies that the Proposer has made no alterations or substitutions of any of the RFP documents.

Please direct any questions regarding this proposal to:

Name: Nicole Duckett
E-mail.: [REDACTED]@thecenterblacked.org

COMPANY
NAME: Center for Black Educator Development

AUTHORIZED
SIGNATURE:

Nicole Duckett
Nicole Duckett (May 22, 2023 10:23 EDT)

NAME: Nicole Duckett TITLE: Chief Operating Officer

ADDRESS: PO BOX 7439
Philadelphia, PA 19101-7439

TELEPHONE: 267-854 [REDACTED]

APPENDIX I: EQUAL OPPORTUNITY IN HIRING

EQUAL OPPORTUNITY: NON-DISCRIMINATION IN HIRING/ NON-DISCRIMINATING CONTRACTING

NOTICE

The Proposer or Contractor shall not discriminate, nor permit discrimination, against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veteran status, or limited English proficiency in the performance of the Work or the Contract, including, but not limited to, carrying out any of the Work, or the preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of evidence of such discrimination by the Proposer or Contractor or its agents, employees, subcontractors or representatives, the School District shall have the right to terminate negotiations or the Contract. In the event that the Proposer or Contractor, after notice, continues its refusal to comply with this anti-discrimination provision, the School District may by notice remove the Proposer or Contractor from the list of approved contractors of the School District.

Center for Black Educator Development (Seal)
(Name of Firm)

Nicole Duckett

Nicole Duckett (May 19, 2023 08:44 EDT)

(Signature of Owner or Partner) (Seal)

APPENDIX J: NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this RFP. According to the Pennsylvania Anti-Bid-Rigging Act, 73 P.S. § 1611 *et seq.*, governmental agencies may require submission of Non-Collusion Affidavits with Proposals.
2. The member, officer or employee of the Proposer who makes the final decision on price(s) and the amount quoted in the Proposal must execute this Non-Collusion Affidavit.
3. Bid or Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Proposals remain unlawful and may subject participants to criminal prosecution. The person who signs the Non-Collusion Affidavit must and shall examine the Affidavit carefully before signing, and assure himself or herself that each statement is true and accurate, making diligent inquiries, as necessary, of all other persons employed by or associated with the Proposer who have any responsibility for the preparation, approval or submission of the Proposal.
4. In the case of a Proposal submitted by a joint venture, the Proposal documents must identify clearly each party to the venture, and each such party must separately sign and submit a Non-Collusion Affidavit with the Proposal documents.
5. Individuals may not participate in any manner in the preparation or submission of Proposals on behalf of more than one legal entity. Any individual participating in the submission of a Proposal as a member of a joint venture shall not submit a Proposal in his or her individual capacity. Each Proposer shall disclose, on a separate sheet or sheets attached to the affidavit, a written description of each and every legal relationship or affiliation that it has with the shareholders, directors, officers, or employees of any other potential Proposers for this RFP.
6. The term "complementary" as used in the Affidavit has the meaning commonly associated with the term in the Request for Proposals or competitive bidding processes. This includes the knowing submission of proposals higher than the proposal of another firm; any intentionally high or non-competitive proposal; and any other form of proposal submitted for the purpose of giving a false appearance of competition.
7. **Failure to file a notarized Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the Proposer and its Proposal.**

Non-Collusion Affidavit

State of Pennsylvania

Contract//RFP No: _____

County of Philadelphia

I am Nicole Duckett, CEO of

The Center for Black Ed. Development [Name of firm] I am authorized to execute this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I further state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or Proposer, or any potential contractor, vendor or Proposer. Neither the actual or approximate price(s), nor the amount of this Proposal, have been disclosed to any other firm or person who is an actual or potential contractor, vendor or Proposer.
- (2) We have made no attempt and will make no attempt to induce any firm or person to refrain from competing for this contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal. This Proposal is made in good faith and not pursuant to any agreement, discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive proposal.
- (3) The Center for Black Educator Development [Name of firm], its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or competing for any public contract, except as follows:

I state that The Center for Black Educator Development [Name of firm] understands and acknowledges that the above representations are material, and will be relied on by The School District of Philadelphia in awarding the contract or contracts for which we have submitted our Proposal. I understand and my firm understands that any misstatements in this affidavit are and shall be treated as fraudulent concealment from The School District of Philadelphia of the true facts relating to the submission of our Proposal pursuant to the School District's Request for Proposals, and any contract awarded to us.

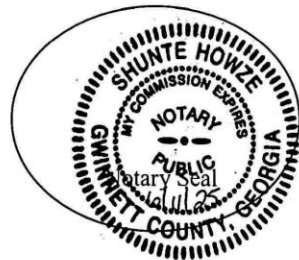
[Handwritten Signature]

{Contractor signature}

Nicole Duckett, CEO
{Name and Company Position}

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 22nd DAY
OF May, 20023

Notary Signature: [Handwritten Signature]



APPENDIX K: COOPERATIVE PURCHASING

INTERGOVERNMENTAL COOPERATIVE PURCHASING

Pursuant to Section 1902 of Act 57 of May 15, 1998, as amended, 62 Pa. C.S. 1902, the Commonwealth Procurement Code, local public procurement units, local municipalities, and authorities have authority to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction, with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such a local public procurement unit is defined as: a political subdivision, public authority, tax-exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.

Local Public Procurement Units located within the County of Philadelphia, or as otherwise agreed by the School District and the Contractor may, at their respective discretion, avail themselves of the contract or contracts awarded by the School District, provided the Contractor then agrees.

The terms and conditions of the Contract apply in full, except that, unless identified in an Exhibit or Schedule, quantities of items identified above do not include any requirements for such Local Public Procurement Units. Their requirements, if any, will be identified by the Local Public Procurement Unit through direct communications with the Contractor. All orders, invoices, payments, and related transactions will be made directly between the Contractor and individual Local Public Procurement Units.

Proposer shall respond to the following question by initialing at the appropriate place. Responses are required but shall not affect the award of the contract.

The provisions of this Proposal or Contract; price; delivery; terms and conditions, may be extended to any and all Local Public Procurement Units on a cooperative purchasing basis for the duration of the Contract.

ND

YES

NO

Center for Black Educator Development (Seal)
(Name of Firm)

Nicole Duckett (Seal)
Nicole Duckett (May 22, 2023 08:08 EDT)
(Signature of Authorized Representative)

APPENDIX L: VENDOR CODE OF ETHICS

THE SCHOOL DISTRICT OF PHILADELPHIA VENDOR CODE OF ETHICS

The School District of Philadelphia ("SCHOOL DISTRICT"), through its Office of Procurement Services ("OPS"), is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, OPS requires each Contractor who seeks to do business with the SCHOOL DISTRICT to subscribe to this Vendor Code of Ethics.

- A Proposer's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Proposer will not discuss or consult with other Proposers intending to bid on the same contract or similar SCHOOL DISTRICT contract for the purpose of limiting competition.
- A Proposer will not disclose the terms of its bid or proposal, directly or indirectly, to any other competing Proposer prior to the closing date for bids or proposals.
- A Proposer will not make any attempt to induce any individual or entity to submit or not to submit a bid or proposal.
- A Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- A Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- A Contractor will properly, accurately and fairly record all financial transactions with the SCHOOL DISTRICT in its books, journals, ledgers and/or other appropriate records.
- A Contractor will not offer or give any gift, item or service of value, directly or indirectly, to an SCHOOL DISTRICT employee, Board of Education (the "Board") member, SCHOOL DISTRICT consultant or contractor employed in connection with the subject matter of the bid or proposal or to any member of their immediate families. This restriction also applies to any family member, employee, BOARD member, SCHOOL DISTRICT consultant and/or contractor employed in connection with SCHOOL DISTRICT.
- A Contractor will not, without the prior written consent of the SCHOOL DISTRICT, initiate, negotiate or render an offer of employment to any SCHOOL DISTRICT employee who is directly concerned with, or personally participating on behalf of the SCHOOL DISTRICT with respect to any procurement or other matter involving the Contractor.
- A Contractor will not cause, influence or attempt to cause or influence any SCHOOL DISTRICT employee or BOARD member: (i) in any member which might tend to impair his/her objectivity or independence of judgment; or (ii) to use or attempt to use his/her official position to secure any unwarranted privileges or advantage for that Contractor or for any other person.
- A Contractor will comply with the SCHOOL DISTRICT's Anti-Discrimination Policy regarding inclusion of Small Women/Minority Owned Businesses in School District contracts.

Center for Black Educator Development (Seal)
(Name of Firm)

Nicole Duckett


Nicole Duckett (May 19, 2023 08:43 EDT)

(Signature of Owner or Partner) (Seal)

**THE SCHOOL DISTRICT OF PHILADELPHIA
OFFICE OF PROCUREMENT SERVICES
OFFICE OF MINORITY AND SMALL BUSINESS DEVELOPMENT**

Minority/Women-Owned Business Enterprise (M/WBE) Participation Plan

I. Information in this section refers to the Prime Contractor/Vendor.

Company Name:	Center for Black Educator Development	Federal Tax ID:	[REDACTED]
Address:	PO Box 7439	Phone Number:	267-854 [REDACTED]
City:	Philadelphia	State:	PA
		Zip Code:	19101-7439
DBA (if applicable):		Fax Number:	
Primary Contact Person:	Nicole Duckett	Primary Contact Email:	[REDACTED]@thecenterblacked.org
Compliance Contact:	Jahdiya Semper	Compliance Contact Email:	[REDACTED]@thecenterblacked.org
Bid Number:	NG10265	Bid Submission Due Date:	5/25/23
Contract Amount:	\$200,000	Contract Overall M/WBE Goal:	
<p><u>Diversity Business Certification(s):</u> Check all that apply.</p> <p><input checked="" type="checkbox"/> Minority-Owned Business Enterprise (MBE)</p> <p><input type="checkbox"/> Woman-Owned Business Enterprise (WBE)</p> <p><input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)</p> <p><input type="checkbox"/> Small Business Enterprise (SBE)</p> <p><input type="checkbox"/> Disabled Owned Business Enterprise (DSBE)</p> <p><input type="checkbox"/> Veteran's Business Enterprise (VBE) / Certified Service-Disabled Veteran's Business Enterprise (SDVBE)</p> <p><input type="checkbox"/> LGBT Business Enterprise (LGBTBE)</p> <p><input type="checkbox"/> None – not applicable</p>			
Authorized Representative Signature:	 <small>Nicole Duckett (May 22, 2023 14:58 EDT)</small>		
Print Name:	Nicole Duckett		
Title:	Chief Operating Officer	Date:	5/22/2023
Certifying Agency:		Certification No.:	

II. Information in this section refers to the sub-contractors to be used throughout the entire performance of this contract (use Section II of this form multiple times for additional sub-contractors). Include copies of all applicable certification(s).

Company Name:		Federal Tax ID:	
Address:		Phone Number:	
City:		State:	Zip Code:
DBA (if applicable):		Fax Number:	
Primary Contact Person:		Primary Contact Email:	
Compliance Contact:		Compliance Contact Email:	
Description of Services Provided:			
Approximate \$ amount of Subcontract:		Subcontract % of Total Contract Amount:	
<u>Diversity Business Certification(s): Check all that apply.</u> <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Disabled Owned Business Enterprise (DSBE) <input type="checkbox"/> Veteran's Business Enterprise (VBE) / Certified Service-Disabled Veteran's Business Enterprise (SDVBE) <input type="checkbox"/> LGBT Business Enterprise (LGBTBE) <input type="checkbox"/> None – not applicable			
<u>Diversity Business Certification to be used on this contract (select one):</u> <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)			
Diversity Business Certifying Agency: _____			
Authorized Representative Signature:			
Print Name:			
Title:		Date:	

THE SIGNER COMMITS TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER/PROPOSER CONDITIONED ON THE BIDDER/PROPOSER'S EXECUTION OF A CONTRACT WITH THE SCHOOL DISTRICT OF PHILADELPHIA.

III. Information in this section must be completed by the Prime Contractor/Vendor if the Prime Contractor/Vendor proposes no diversity enterprise commitment.

Bid, RFQ or RFP Number: NG10265


Best and Good Faith Efforts

The School District’s Office of Procurement Services reviews the Prime Contractor’s commitments to determine whether the Prime Contractor has made Best and Good Faith Efforts. If the Prime Contractor does not include a sufficient commitment to diverse enterprises in this Bid or RFP proposal, the Prime Contractor shall provide the reasons, and include supporting documentation as evidence. Acceptable supplemental documentation includes, but is not limited to:

1. Contact log and correspondence related to diverse contracting outreach;
2. Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
3. If responses to the contractor’s solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
4. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises;
5. Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women- owned business enterprises for this procurement.

Refer to M/WBE Contractor Good Faith Efforts Supplemental Form. Submit additional pages as needed.

The Prime Contractor attests that it submits the following as evidence of its good faith efforts to find and retain certified minority- and women-owned business enterprises in connection with this Bid or Proposal.

Authorized Representative Signature:	 <small>Nicole Duckett May 22, 2023 14:58:10T</small>		
Print Name:	Nicole Duckett		
Title:	Chief Operating Officer	Date:	5/22/23

IV. Key Instructions for completing this form.

1. This M/WBE Participation Plan Form must be submitted with bid response.
2. Use Section II of this form multiple times for each additional sub-contractor.
3. Include copies of all active and current diversity certification(s) for the Prime Contractor and Sub-Contractor, as applicable.
4. The M/WBE Participation Plan Form must be filled out in its entirety or it is void.
5. The Prime Contractor and all Sub-Contractors must sign and acknowledge the form or it is void.
6. The approximate amount or percentage that will be awarded to the Sub-Contractor is per the whole amount from the contract paid to the Prime Contractor.
7. The Prime Contractor must explain if the diversity goal percentage range may not be met in the space provided on (Page 3) and provide evidence of Good Faith Efforts to be reviewed by the Office of Procurement Services before next steps are given. Good Faith Efforts does not excuse meeting the diversity goals set forth.