

**Request for Proposal (RFP) for
Middle School Schedule Revision**

Dr. Kevin Ryan, Assistant Superintendent of Teaching and Learning

Date ISSUED: May 27, 2022

Deadline for Submission: June 13, 2022 at 2:00 p.m.

Request for Proposal (RFP)

North Shore School District 112: Middle School Schedule

North Shore School District 112, invites qualified firms that have successfully led initiatives for best practice in middle school Scheduling in public school districts to submit proposals for leading work to change middle school schedules. The specifications are on the District's website at www.nssd112.org/bids_proposals or can be obtained from Dr. Kevin Ryan via email at kryan@nssd112.org. Five (5) hard copies and one (1) electronic copy of the RFP document must be submitted by 2:00 P.M. on Monday, June 13, 2022, to Dr. Kevin Ryan, Assistant Superintendent of Teaching and Learning, North Shore School District 112, 1936 Green Bay Road, Highland Park, IL 60035 and via email at kryan@nssd112.org.

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SECTION I: BACKGROUND AND GENERAL INFORMATION

North Shore School District 112 (“NSSD 112” or the “District”) is considering the selection of an experienced firm to lead the redesign of middle school schedules within North Shore School District 112. Please note this request for proposal (“RFP”) is not an offer on the part of NSSD 112 and that NSSD 112 reserves the right to cancel the project described in this RFP, and to reject any and all proposals. NSSD 112 reserves the right to contract with any firm for reasons other than the lowest price, to waive informalities and technicalities in the proposals, to request clarifications of proposals, and to accept the proposal deemed most favorable to the District after all proposals have been examined and evaluated. The acceptance of a proposal does not bind NSSD 112 to engage the firm. It shall also be understood that in no event shall NSSD 112 be responsible for any costs of preparing your proposal.

Please prepare and deliver five (5) hard copies and one (1) electronic copy of your formal response to the items listed below to the following address no later than 2:00 P.M. on June 13, 2022. The envelope should be clearly marked “Middle School Schedule Redesign - RFP” and the name of the firm submitting the proposal and shall be mailed or hand-delivered to:

**Dr. Kevin Ryan
Assistant Superintendent of Teaching and Learning
North Shore School District 112
1936 Green Bay Rd.
Highland Park, IL 60035**

The electronic copy must be emailed to kryan@nssd112.org no later than 2:00 P.M. on June 13, 2022.

Questions regarding this RFP must be sent by email to Dr. Kevin Ryan, Assistant Superintendent of Teaching and Learning, at kryan@nssd112.org, no later than 2:00 p.m. on June 3, 2022. Any interpretation of the RFP will be made only by written addendum. A copy of such an addendum will be emailed to each person who has provided their email address to the District and requested that they receive copies of any addenda to this RFP. Failure on the part of a firm to receive a written interpretation prior to the time of the opening of proposals will not be grounds for the withdrawal of its proposal. Oral explanations or representations will not be binding.

A proposal may be withdrawn or changed if written notice of the withdrawal or change is received by Dr. Ryan, in writing, prior to the latest time specified for submission of proposals. Change may be made only by substitution of another proposal prior to the latest time specified for the submission of proposals.

Proposals must be valid and binding for a minimum period of 60 days after the date scheduled for the Board of Education's approval of a contract with the selected firm.

Upon selection, the selected firm shall be required to submit a proposed contract for the services covered in this RFP and the firm’s proposal. Any contract will be subject to review by the Board of Education’s legal counsel and must be on terms fully acceptable to the Board of Education before it is signed. No contract or agreement will be implied, final, or in effect between the Board and a selected firm until acceptable contract terms have been reached. The selected firm must enter into an executed contract with the Board in order to finalize the selection of the proposal. If

a mutual agreement on contract terms cannot be reached, the Board will proceed to negotiations with another firm.

All information (whether written or verbal) provided by the District during this RFP process, with the exception of this RFP and any addenda is considered “Confidential Information” as defined in the Confidentiality Agreement that is attached hereto in Appendix A. Each firm must submit a signed version of the Confidentiality Agreement with its proposal.

About North Shore School District 112

The mission of North Shore School District 112, a community partnership committed to a world-class education, is to nurture every child to become an inspired learner, a well--rounded individual, and a contributing member of a global community by striving for excellence within an environment that fosters innovation, respect, engagement, and intellectual inquiry.

NSSD 112 has approximately 3,700 students, and 550 employees, and it is governed by an elected seven-member Board of Education. NSSD 112 is located in Lake County and serves families residing in the City of Highland Park, the City of Highwood, and Fort Sheridan. Currently, we have two middle schools, seven elementary schools, and one early childhood school. Of these school buildings, three are identified as school-wide Title I sites with more than 40% of the student population qualifying for free or reduced lunch.

North Shore School District 112 serves a racially and linguistically diverse student population, our largest historically marginalized student group is Latino (23%) and over 53 languages are represented among our families. Our district is particularly proud of our Two-Way Immersion Dual Language program that offers instruction in both English and Spanish in grades Pre-K through 8th grade and serves the majority of the district’s emergent bilingual students.

Purpose of the Request for Proposal

This RFP is being issued to identify an experienced professional or firm who has worked with public education institutions to assess current middle school schedules and lead a committee to make changes to ensure student access to high-quality programs, high-quality teaching, equitable resources, and will culminate in a recommendation to the middle school schedule, based on best practices and District resources.

SECTION II: EXPECTED SCOPE OF WORK

The District seeks to contract with a firm that has the experience and capacity to complete the scope of services outlined in this RFP.

Proposers must be able to provide comprehensive support to design strategic middle school schedules in the District, including:

- Understanding the current District context and conduct comprehensive and inclusive stakeholder engagement, including:
 - Convening a group of leaders from across the District to help lead the work
 - Engaging teachers, staff, students, and community members to collect input and feedback, including with:
 - 100+ teachers
 - 100+ staff
 - 40+ students
 - 30+ community members
 - Reviewing District strategic plans and planning documents
 - Interviewing District and building leaders to learn more about District and school requirements, goals, and priorities, including examining:
 - What is the District's approach to raising achievement?
 - What are the areas with the greatest need for additional resources or time during the day?
 - What are key efforts, programs, or initiatives currently underway?
 - What are desired new efforts, programs, initiatives, or use of time?
 - What is key context regarding district history and collective bargaining agreements?
 - What are the priorities for the schools and the District?
 - What is the best use of time during the school day to meet these goals?
 - In what ways can the schools provide more equitable learning opportunities to students?
 - How can the schedule best be a tool for raising achievement given the District's context?
 - How can the schedule best be a tool for addressing the social and emotional needs of students given the District's context?
 - What are the strengths and areas of potential improvement of current schedules?
- Share middle school schedule best practices, including:
 - Facilitating professional development sessions to share research on effective schedules and teaching and learning and SEL best practices impacted by schedules, including on topics such as:
 - Aligning schedules to priorities and goals
 - Establishing the right balance between academic learning time and other blocks of time in the schedule

- Scheduling and providing academic intervention supports to students
 - Scheduling and providing social-emotional learning opportunities, including advisory periods
 - Cost-effectively managing course offerings without reducing student choice
 - Taking a student-centered approach to staffing
 - Incorporating student voice and choice into the schedule
 - Providing equitable access to rigorous learning opportunities
 - Incorporating time for teacher planning and collaboration
- Conduct detailed analysis of existing scheduling, staffing, and academic programming practices, including:
 - Examining bell schedules and analyzing how time is currently used at the middle school level, including how time is currently dedicated to:
 - Core and non-core instruction
 - Non-instructional activities
 - Academic intervention
 - Advisory or social-emotional learning
 - Other uses of time
 - Conducting analyses of current course and staffing practices based on existing District staffing and class size guidelines to examine questions such as:
 - How much staff is needed in each department based on student needs and existing class size guidelines and norms as well all collective bargaining requirements?
 - Which departments have the capacity to offer more course offerings, expanded intervention, or new enrichment services?
 - In what ways does teacher workload vary across departments or schools?
 - Are existing class size guidelines reflected in the schedule?
 - Do existing class size averages differ by level, subject, or school?
 - Do all students have access to a “baseline” education?
 - To what extent do courses and enrollment support stated district goals and priorities?
 - To what extent do students have access to interventions, how does this vary by grade, school, and department, and how does actual enrollment in intervention reflect a commitment to equity and opportunity?
 - Conducting detailed equity analysis to evaluate existing schedules through an equity lens to examine questions such as:
 - How well and equitably existing course offerings, course enrollment, and programming serve students who have been historically marginalized or excluded due to race, gender identity, ability, economic status, linguistic ability, and other relevant identities?
 - To what extent do students have access to rich, varied, and 21st-century electives, and how does this vary by grade, school, and department?
 - What is the level of consistent access to equitable instructional time across student groups?

- What is the level of student voice & choice across departments and schools?
 - Does enrollment in rigorous coursework across schools reflect a commitment to equity and opportunity?
- Share, discuss, and refine findings from analyses and stakeholder engagement, including:
 - Preparing a report describing the methodology for data collection and analysis, a summary of observations and trends from analyses, and a short but practical and impactful set of findings to consider to refine schedules, staffing practices, and course offerings going forward
 - Prepare a draft set of schedule priorities for the District team to review, including but not limited to:
 - Draft list of “must have” and “nice to have” schedule priorities
 - Draft list important potential schedule components, such as:
 - Number, duration, and frequency of academic periods
 - Approach to intervention
 - Approach to voice and choice
 - Steps to improve equity
 - Advisory/SEL period(s)
 - Planning time
 - Other element’s highlighted in the research and analysis phase
 - Draft list of key schedule non-negotiables and constraints, such as:
 - Teacher contract and workload limitations
 - Common planning time requirements
 - Course hour requirements
 - Teaching and learning best practices
 - Space usage
 - Present findings to the District’s administration in May 2023 and to the Board of Education in June 2023 (or such other dates as the District may determine)
- Help set priorities for what should be scheduled, including:
 - Facilitating discussions to review findings and to prioritize what should be incorporated into new schedules

SECTION III: REQUESTED PROPOSAL INFORMATION

Required Qualifications

In order to be considered for the award of this RFP, Proposers must demonstrate competency in the business of providing the services specified in this RFP by conformance with the following criteria:

- Proposer must have a verified experience record acceptable to the District, including having:
 - Successfully performed similar size and scope of work as is proposed with at least 25 other school districts. Provide the contact information of references for at least

five (5) such school districts that the firm has worked with in the last five (5) years.

- Experience supporting and/or leading the development of at least 50 middle school schedules.
- Experience as a national thought leader on the topic of strategic scheduling.
- Track record of speaking and writing regularly on the topic of school schedules.
- The services offered by the Proposer must meet the requested specifications.
- Proposer must hold all applicable State and Federal permits, licenses, and approvals.

Timeline

The District anticipates the following schedule for selecting and contracting with the selected firm. The dates below are subject to revision at the discretion of the District.

RFP Release Date	May 27, 2022
Proposal Due Date	June 13, 2022
Proposal Evaluation Period Begins	June 14, 2022
Notice of Selection Sent to Selected Firm; Contract Negotiations Begin	July 2022
Board of Education Approves Contract with Selected Firm	July 26, 2022

Compensation Information

Proposers must propose a fixed fee for the services described herein. Please also describe the proposed compensation structure for any additional services agreed to by the parties.

Additional Information

Provide any other information you feel would be pertinent for NSSD 112 to consider during our evaluation process.

SECTION IV: ADDITIONAL PROPOSAL REQUIREMENTS

By submitting a proposal in response to this RFP, the firm also agrees to the following:

- **Bid Rigging and Bid Rotating:** As required by the *Criminal Code*, 720 ILCS § 5/33E-11, the firm certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid-rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The firm agrees that if this certification is false, the District may declare the contract void. The firm further certifies that it will provide a drug free workplace as required by the Illinois *Drug-Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the firm shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the firm is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.
- **Freedom of Information Act Compliance:** The District is subject to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* (“FOIA”), and any and all information submitted to the District may be subject to disclosure to third parties in accordance with FOIA. If any firm requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, such firm must notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to the firm, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the firm at the time of submission to the District will be presumed to be open to public inspection. The firm may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the firm in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The firm waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with, or arising from any FOIA request. As a potential provider of a governmental function on behalf of the District, the firm agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the firm has been engaged to perform on behalf of the District.
- **Confidentiality and Student Records:** In the course of providing services for the District, the firm may have access to District records (including, but not limited to student and personnel records) only to the extent necessary for the performance of such services. The firm agrees that any information it receives from the District or otherwise with respect to individual District employees or students shall remain the property of the District and shall be treated and maintained by the firm as confidential information and used only for the purpose of providing services for the District.

Student record information shall not be disclosed to third parties for any reason other than when required by law, and will not be used for the firm’s own personal or business purposes

outside the performance of services for the District. All information that qualifies as a student record under the *Family and Educational Rights Privacy Act* and the *Illinois School Student Records Act* shall be handled by the firm in accordance with those laws. If there is a breach of such information (e.g. disclosure to a third party by the firm), the firm shall, within two (2) calendar days of knowledge of the incident, inform the District of the breach and the data affected. The firm further agrees to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act*, the *Illinois Mental Health Act and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights, and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996* (“HIPAA”) and all rules and regulations governing the release of student, personnel, and medical records. The firm also shall abide by all other records confidentiality obligations of the District and all District policies and procedures applicable to the same.

Upon termination of any agreement between the District and the firm, any District employee or student record information in possession of the firm (or its employees) shall be returned to the District and all copies of such information in all formats destroyed in accordance with all applicable laws and U.S. Department of Education and Privacy Technical Assistance Center guidelines within thirty (30) days of termination.

By submitting a proposal, the firm also agrees that the following provisions will be binding on the selected firm and shall be incorporated by reference into the contract to be negotiated by the District and the selected firm:

- **Insurance:** The firm shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis to ensure all loss (including, but not limited to, attorney’s fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$2,000,000 per occurrence and in the aggregate, (2) umbrella or excessive liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate, (3) worker’s compensation coverage in the minimum statutory amounts, and (4) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. The firm shall name the Indemnitees (defined below) as additional insureds on all insurance policies required herein, with the exception of the worker’s compensation insurance. The insurance required of the firm shall be primary and noncontributory.

The firm shall provide a certificate of insurance on a form acceptable to the District evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by the firm shall provide that coverages afforded under the policies will not be canceled, reduced, or allowed to expire without at least thirty (30) days prior written notice given to the District. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing the continuation of such coverage shall be submitted with the final application for payment.

- **Indemnification:** The firm shall indemnify and hold harmless the District, the Board of Education of North Shore School District 112, and its individual board members, officers,

employees, agents, volunteers, successors, and assigns (“Indemnitees”), from any and all costs, damages, losses, judgments, liabilities, and expenses (including reasonable attorneys’ fees and litigation costs) brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the firm; and (2) any breach by the firm of the contract.

- Compliance with Applicable Law: The firm shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et al.*) in performing under this RFP and its proposal.
- Payment: All payments shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
- Termination: The District may terminate the agreement, with or without cause, by providing at least thirty (30) days advanced written notice.

APPENDIX A: CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

This Agreement is entered into this _____ day of _____, 2022, by and between _____ with _____ offices _____ at _____ (hereinafter "Recipient") and North Shore School District 112, whose address is 1936 Green Bay Rd, Highland Park, IL 60035 (hereinafter "Disclosing Party").

WHEREAS Disclosing Party possesses certain ideas and information relating to North Shore School District 112 that is/are confidential and proprietary to Disclosing Party (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of submitting a proposal to conduct services for the Disclosing Party.

NOW, THEREFORE, in consideration for the mutual undertakings of the Disclosing Party and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. The Disclosing Party agrees to disclose, and the Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way, except for the purposes set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Disclosing Party;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without

restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without use of the Confidential Information; or

(e) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Disclosing Party and that Disclosing Party may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Disclosure, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

North Shore School District 112

Firm: _____

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Email: _____

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