

# VENDOR CONTRACT

Between Seidlitz Education and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For e e  
PROFESSIONAL  
SERVICES  
CONTRACT NUMBER e  
000000

### General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

#### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and



hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

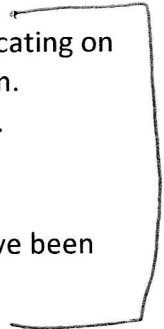
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

**TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).



**Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

**Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

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work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

**Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

**Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member’s discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating “Per TIPS Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Handwritten signature and initials, possibly 'JA', with a star-like mark above it.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

## **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.



## Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

## Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

## Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

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N/A

Exceptions:

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# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2608			Department
Fax	(866) 929-4402			Building
Bid Number	3042816	Department		Floor/Room
Title	Professional Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	2/1/2016 08:01:01 AM (CT)	Floor/Room		Email
Close Date	3/11/2016 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company	Seidlitz Education, LLC
Address	56 Via Regalo  San Clemente, CA 92673
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (949) 351-7374
Fax	1 (949) 200-4384
Email	
Submitted	3/10/2016 09:52:56 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Katherine Belanger

Email kathy@johnseidlitz.com

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Primarily Texas, but some products are appropriate for teachers in ANY state.
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Seidlitz Education is a company that provides research-based consultations, coaching, trainings and products to support educators with the goal of increasing academic achievement for their English Language Learners. At Seidlitz Education, we share the mission of helping kids grow in academic literacy. Our teaching, research, and innovative educational tools focus on ways we can help give students the gift of academic language. We are always looking for user-friendly ways to help teachers give students rich background knowledge and the ability to communicate in academic settings. Our mission is to share our knowledge and expertise with teachers so they can positively impact students. Countless teachers and educators from around Texas and the United States have sung praises of how they have transformed their classrooms into language-rich, interactive environments while building language practice opportunities into lesson plans.
6	Primary Contact Name	Primary Contact Name	Kathy Belanger
7	Primary Contact Title	Primary Contact Title	Director of Operations
8	Primary Contact Email	Primary Contact Email	kathy@johnseidlitz.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2103157119
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9492004384
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	

12	Secondary Contact Name	Secondary Contact Name	Michelle Belanger
13	Secondary Contact Title	Secondary Contact Title	Director of Operations/Accounting
14	Secondary Contact Email	Secondary Contact Email	michelle@johnseidlitz.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9493517374
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9492004384
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Michelle Belanger
19	Admin Fee Contact Email	Admin Fee Contact Email	michelle@johnseidlitz.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9493517374
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Michelle Belanger
22	Purchase Order Contact Email	Purchase Order Contact Email	michelle@johnseidlitz.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9493517374
24	Company Website	Company Website (Format - www.company.com)	www.seidlitzeducation.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-2999482
26	Primary Address	Primary Address	56 Via Regalo
27	Primary Address City	Primary Address City	San Clemente
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	92673
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	education, consulting, training, books, instructional materials, Seidlitz Education, Seidlitz
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Irving (*ONLY business operations in California)

34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX (*ONLY business operations in California)
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	6
44	Years Experience	Company years experience in this category?	12
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total: \$0.00

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**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

YES or  NO

**2. If yes, do you agree to comply with the following federal requirements?** (Check one)

YES or  NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Seidlitz Education

Name of authorized representative John Seidlitz

Signature of authorized representative John Seidlitz

Date 3/5/16

2 CFR PART 200 Contract Provisions

**Required Federal contract provisions of Federal Regulations for Contracts**

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

**Appendix II to Part 200  
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**


**2 CFR PART 200**

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.


**Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**


Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**


## 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES  Initial of Authorized Company Official

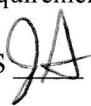
**Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.


Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

## 2 CFR PART 200 Contract Provisions

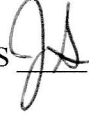
small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES  Initial of Authorized Company Official

**Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

**2 CFR PART 200 Contract Provisions**

Does vendor certify to the provisions in Federal Rule (9) above? YES JA Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES JA Initial of Authorized Company Official

**Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES JA Initial of Authorized Company Official

Company Name Seidlitz Education

Print name of authorized representative John Seidlitz

Signature of authorized representative John Seidlitz

Date 3/5/16

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Seidlitz Education

Vendor Address: 56 Via Regalo San Clemente, CA 92673

Vendor E-mail Address: Kathy@johnseidlitz.com

Vendor Telephone: 210-315-7119

Authorized Company Official's Name: John Seidlitz

Signature of Company Official: John Seidlitz

Date: 3/5/14

# Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

**This notice is not required of a publicly held corporation**

***I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.***

**Please select *ONE* choice below:**

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual (s): \_\_\_\_\_

Details of conviction (s): \_\_\_\_\_

\_\_\_\_\_

**Please complete the information below:**

Name of Vendor: Seidlitz Education  
(please type or print)

Name of Company Official: John Seidlitz  
(please type or print)

Signature of authorized agent: John Seidlitz Date: 3/4/14

# CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Seidlitz Education

Mailing Address: 56 Via Regalo

City: San Clemente, CA 92673

State: CA \* only business operations in CA.

Zip: 92673 HQ in Irving, TX

Telephone Number: 210-315-7119

Fax Number: 949-200-4384

Email Address: Kathy@johnseidlitz.com

Authorized Signature: John Seidlitz

Printed Name: John Seidlitz

Position: owner

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McMatt 4-28-2016

TIPS Authorized Signature Date

David Wayne Fitts 4-28-2016

Approved by Region VIII ESC Date



## Seidlitz Education Trainings

### 7 Steps to a Language-Rich Interactive Classroom



This innovative training helps all teachers transform their classrooms into vibrant spaces where students can use academic language to discuss, read, write, and think about their lessons. The 7 Steps training session outlines a dynamic process for structuring, planning, and facilitating a language-rich interactive classroom. Participants learn helpful ways to integrate both content and language goals to write meaningful lesson objectives. They also study specific strategies to differentiate instruction so that students can use academic concepts more effectively.

### ELLs in TX: What Administrators Need to Know <sup>NEW!</sup>

This training is designed to help administrators improve instruction for English Language Learners (ELLs) at the district and campus level. This session shares the most up-to-date research with participants so they can align current practices with state requirements. The outcome of the day is to prepare leaders with an understanding of how state assessment data can impact ELL instructional programs and practices more effectively. Participants will review and discuss ways to:

- link TELPAS data to specific linguistic accommodations.
- examine ways to prepare ELLs more effectively for success on STAAR.
- develop academic vocabulary for ELLs.
- implement a research-based, systematic approach to developing a language-rich interactive classroom.

### ELLs in Tx: What Teachers Need to Know <sup>NEW!</sup>

Discover a heart for working with ELLs

- Advocate for the local program(s)
- Overcome barriers to parent participation
- Create an accessible, interactive classroom
- Prioritize language development
- Focus on progress and proficiency

*Aligned to TExES ESL and bilingual teacher competencies*

### 38 Great Academic Language Builders

This training is filled with effective strategies that build academic vocabulary, conversation, reading, and writing. The activities are easy to implement, engaging to students, and essential for mastery of academic language. Participants will:

- study new ideas that help students build academic vocabulary and language skills.
- practice research-based strategies that help students think critically and communicate effectively.
- expand teaching to the four domains of learning (listening, speaking, reading, and writing).
- follow a user-friendly resource that describes each strategy and gives step-by-step directions for implementation

### 7 pasos para crear un aula interactiva y rica en lenguaje

Este taller provee a los maestros/as con las estrategias necesarias para incrementar el desarrollo de lenguaje en español en aulas bilingües a través de conversaciones estructuradas. Los participantes reciben ideas prácticas basadas en investigaciones recientes que les ayudan a implementar una instrucción comprensible y a facilitar el desarrollo del vocabulario. Los docentes practican la escritura de objetivos académicos y de lenguaje. El cuaderno incluye:

- lecciones con objetivos académicos y de lenguaje.
- fragmentos de oraciones basados en habilidades y niveles cognitivos.
- guía de términos y actividades con descripciones breves.

This workshop presents the strategies needed to create a language-rich, interactive, bilingual classroom. Participants learn how to integrate language opportunities in structured conversations in order to promote student vocabulary fluency. Participants also examine ways to increase student engagement, and they examine methods to check for accurate comprehension during instruction. This workshop is presented in Spanish and includes a booklet with the following:

- lesson plans with language and content objectives.
- sentence stems using different levels of cognition.
- a guide to describe terms and activities.

### Teaching ESL in Texas: Tips, Tricks, and Essential Practices

ESL teachers are looking for effective ways to develop social and academic English within the context of the ESL class. This session will focus on what research shows is effective in planning and implementing an effective ESL curriculum. Participants will participate in a model ESL lesson, analyze effective practices, and have an opportunity to plan effective instruction. Teachers, administrators, and directors interested in understanding the unique role of ESL instruction should attend.



## Meeting the Challenges of Long-Term ELLs

This session provides a comprehensive framework to meet the unique challenges of long-term English Language Learners. This session helps teachers, administrators, and central office personnel make informed decisions to increase the success of English learners while in school and beyond. As part of a system-wide framework, the following topics are addressed:

### Assessment of Long-Term ELLs

- Analyzing language demands of STAAR/EOC
- Advancing proficiency levels as reported on TELPAS
- Meeting ELLs progress measure

### Best Practices for Long-Term ELLs

- Modeling research-based sheltered instructional strategies
- Moving students toward successful independent reading and writing
- Structuring an ESL program that works for long-term ELLs

### Meeting Affective Needs of Long-Term ELLs

- Sustaining positive teacher-student relationships
- Fostering positive attitudes toward school culture
- Creating a school environment where ELLs are invested

## Navigating the ELPS

The English Language Proficiency Standards (ELPS) clearly define the content area knowledge and academic language instruction that districts must provide for English Language Learners (ELLs). For that purpose, this training session addresses the four sections of ELPS requirements for teachers, administrators, and specialists. During instruction and a variety of hands-on activities, participants learn user-friendly ways to meet those requirements. In addition, they practice interactive strategies to use on a daily basis in the ELL classroom. Participants receive a copy of *Navigating the ELPS* to take back to their districts.

### Also available:

*Navigating the ELPS in the Math Classroom*

*Navigating the ELPS in the Science Classroom*

*Navigating the ELPS in the English Language Arts and Reading Classroom*

*Navigating the ELPS in the Social Studies Classroom*

## ELPS Administrator Overview

Administrators who complete this training are prepared to provide high-quality instructional leadership for their faculty and their English Language Learners (ELLs). This overview session is a follow-up to the ELPS academies, and it gives administrators the tools to identify and help teachers write appropriate language objectives for ELLs. Using the *ELPS Flip Book*, along with interactive strategies and structured conversations, administrators refine their understanding of the ELPS in order to increase ELL achievement levels.

## RtI for ELLs: Considerations for Success with Diverse Learners (K-6)

Educators face many challenges when striving to adapt their Response to Intervention (RtI) program to meet the unique needs of English Language Learners (ELLs). Using the *RtI for ELLs* fold-out chart, this training walks participants through the components of an RtI model specifically tailored for ELLs. Based on language levels and cultural backgrounds, participants practice using accommodations, assessments, and strategies for ELLs. This training also provides participants with ready to use, hands-on activities to support culturally and linguistically diverse students in K-6 classrooms.

## My Students are All Different! A User-Friendly Approach for Teaching ALL Kids (Grades K-12)

This valuable and timely training will provide educators with classroom-proven strategies to differentiate instruction in ways that maximize student success. Students enter school with different linguistic abilities, varied levels of background knowledge, a large range of language abilities and disabilities, and a great array of learning differences. In this interactive, practical training, all of these areas will be addressed. Educators will discover ways to create student profiles, accommodate based on student characteristics, and incorporate highly effective academic and behavioral strategies. The *Diverse Learner Flip Book* will be the guide for this important training.

## Talk Read Talk Write A Practical Approach to Learning in the Secondary Classroom

This practical approach to classroom instruction helps students meet or exceed state standards in core content area classes, while also developing the literacy skills needed for success in the 21st century. In this session, participants will experience the TRTW approach as learners themselves, and receive step-by-step instructions for its implementation using actual classroom examples. This training discusses how to:

- facilitate structured conversations.
- hold students accountable for active participation.
- structure authentic reading and writing activities.
- move students toward successful independent reading and writing.
- minimize common reading, writing and talking roadblocks.
- give students consistent opportunities to orally process what they are learning while mastering academic content.

For more information or to schedule training, call 210-315-7119 or visit [www.seidlitzeducation.com](http://www.seidlitzeducation.com)



Giving kids the gift of academic language.™



56 Via Regalo  
 San Clemente, CA 92673  
 210.315.7119 (P) 949.481.3864 (F)  
[www.seidlitzeducation.com](http://www.seidlitzeducation.com)  
[www.encompasseventplanners.com](http://www.encompasseventplanners.com)

The above named company or firm is the Sole Source for the following items due the fact competition is precluded because of the existence of a patent, copyright, secret process, or monopoly. Furthermore, no other sales or distribution channels exist for said products. There is no other item or service available for purchase anywhere that would serve the same purpose or function.

- Seidlitz, J. (2008) *Navigating the ELPS*. San Antonio, TX: Canter Press
- Seidlitz, J., & Jordan, J. (2010) *Navigating the ELPS in the Science Classroom: Using the Standards to Improve Instruction for English Language Learners*. San Antonio, TX: Canter Press
- Seidlitz, J., & Avila, A. (2010) *Navigating the ELPS in the Math Classroom: Using the Standards to Improve Instruction for English Language Learners*. San Antonio, TX: Canter Press
- Seidlitz, J., & Perryman, B. (2010) *Navigating the ELPS in the Social Studies Classroom: Using the Standards to Improve Instruction for English Language Learners*. San Antonio, TX: Canter Press
- Seidlitz, J., & Auer, V. (2010) *Navigating the ELPS in the English Language Arts Reading Classroom: Using the Standards to Improve Instruction for English Language Learners*. San Antonio, TX: Canter Press
- Seidlitz, J., & Chairez, B. (2010) *Navigating the ELPS Sentence Stem Cubes*. San Antonio, TX: Canter Press
- Seidlitz, J. (2011) *ELPS Flip Book*. San Antonio, TX: Canter Press
- Frieda, D., Neely, P., (2011) *An Exemplary Disciplinary Alternative Education Program (DAEP) Handbook with CD-Rom* San Antonio, TX: Canter Press
- Seidlitz, J., & Perryman, B. (2011) *7 Steps to a Language Rich-Interactive Classroom*. San Antonio, TX: Canter Press
- Seidlitz, J., & Kenfield, K. (2011) *38 Great Academic Language Builders*. San Antonio, TX: Canter Press
- Seidlitz, J., & Castillo, M. (2011) *Language & Literacy for ELLs*. San Antonio, TX: Canter Press
- Seidlitz, J., Motley, N., & Jones, C., (2011) *Diverse Learner Flipbook*. San Antonio, TX: Canter Press
- Seidlitz, J. (2011) *"Instead of I Don't Know" Posters (English & Spanish)*. San Antonio, TX: Canter Press
- Seidlitz, J. (2011) *"Please Speak in Complete Sentences" Posters (English & Spanish)*. San Antonio, TX: Canter Press
- Seidlitz, J. (2011) *RTI for ELLs Fold Out*. San Antonio, TX: Canter Press
- Seidlitz, J. (2009) *Sheltered Instruction Plus*. San Antonio, TX: Canter Press
- Voss, M. (2012) *Academic Language Cards* San Antonio, TX: Canter Press
- Seidlitz, J., Lara, M., & Perryman, B. (2012) *7 Pasos Para crear un aula interactiva y rica en lenguaje* San Antonio, TX: Canter Press
- Seidlitz, J., Perryman, B., Hartill, M. (2013) *from Lanterns to Liberty; the story of Midnight Rider Paul Revere* San Antonio, TX: Canter Press
- Seidlitz, T. (2013) *Countdown to Christmas; 24 Days of the Jesse Tree Tradition* San Antonio, TX: Canter Press
- Motley, N. (2013) *Talk, Read, Talk, Write* San Antonio, TX: Canter Press
- Seidlitz, J., Base, M., Lara, M., & Rodriguez, M. *ELLs in TX: What Administrators Need to Know* San Antonio, TX: Canter Press
- Seidlitz, J., Base, M., Lara, M., & Smith, H. *ELLs in TX: What Teachers Need to Know* San Antonio, TX: Canter Press

*Katherine Belanger*

*Katherine Belanger*

Katherine Belanger - Seidlitz Education  
 SUBSCRIBED AND SWORN to before me on this

\_\_\_\_\_ 8 day of, October, 2016, Katherine Belanger



\_\_\_\_\_  
 Notary Public Signature

\_\_\_\_\_  
 Print Name *Jeremy Birkinshaw*

\_\_\_\_\_  
 My Commission Expires *9-25-17*

# *Supporting* English Language Learners *through*

Ongoing and Sustained  
**Professional Development**

**A 7 STEPS APPROACH**

Mónica Lara, Ph.D.  
John Seidlitz



[www.seidlitzeducation.com](http://www.seidlitzeducation.com)



# EXECUTIVE SUMMARY

**This paper examines the importance of sustained professional development using a research based delivery model to support instructional practices for teachers of English language learners (ELLs).**

It includes a discussion of the current challenges facing school districts with changing demographics and a review of a portion of a research study conducted in Arizona with Elementary teachers. In addition it narrates anecdotal information from a yearlong intervention in Texas with a group of secondary teachers working with ELLs. Findings support the benefit of ongoing staff development focusing on the acquisition of academic oral language to facilitate academic achievement for ELLs.

# I. Introduction

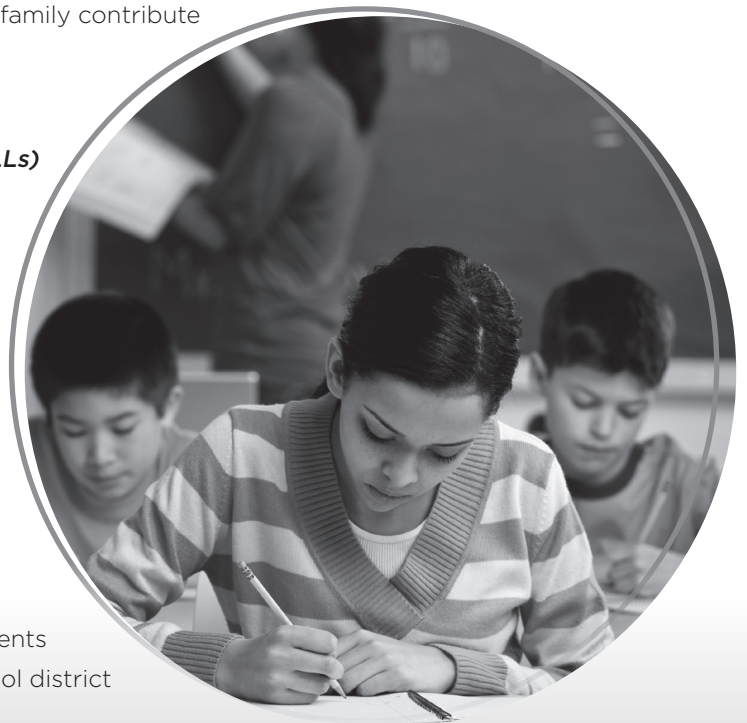
English language learners (ELLs) are the fastest growing group in the United States. According to Murdock, by 2050 “Hispanic children will make up nearly two-thirds of the Texas public school enrollment while the percentage of white children, now about 30 percent, will have dropped to 15.5 percent” (Scharrer, 2012). Similarly, recent data shows that there are 130,000 ELLs in public schools in Arizona (Mahoney, 2009). Furthermore, several studies suggest that current state policy has proven to be insufficient in meeting their needs (E. Garcia, Lawton, & Diniz De Figueiredo, 2012; E. E. Garcia, Lawton, K., & Diniz de Figueiredo, E. H., 2010).

In an effort to address the academic and linguistic needs of ELLs in Arizona schools and for the purpose of creating a program to equip teachers with sheltered, research-based instructional practices, the Institute for Teachers of English Language Learners (ITELL) formed a partnership between the office of the Vice President for Educational Partnerships at Arizona State University and three elementary schools in University Public Schools Inc. (UPSI).

According to Castillo (2012), the goals of the ITELL project were to:

- (1) Provide students with a classroom environment that optimized both language development and the acquisition of content-specific knowledge;
- (2) Provide teachers with instructional support needed to maximize student potential;
- (3) Increase the opportunity for ELLs to interact with their teachers and participate in learning activities; and
- (4) Improve and expand how parents and family contribute to the academic growth of their children.

The ***Steps to a Language-rich Interactive Classroom (Language and Literacy for ELLs)*** sheltered instruction delivery model was used to address goal number 2. This paper will only address how the research study provided teachers with instructional support and the positive impact it had in maximizing student potential using this delivery model. In addition, we are including an anecdotal section describing student progress after using the model on the Texas English Language Proficiency Assessment System (TELPAS) and the State of Texas Assessments of Academic Readiness (STAAR) in a school district located in the greater Houston area.



## II. *Professional Development for Teachers of English Language Learners*

Teacher participation in staff development is common practice in U.S. schools. Educators are required to stay informed and implement best practices during daily instruction. The federal No Child Left Behind Act of 2001 (NCLB) requires school districts receiving federal funding to equip teachers with professional development to meet the needs of English language learners (ELLs).

According to Castillo (2012), “effective professional development should include four critical components; (a) presentation and theory, (b) demonstration of the strategy or skill, (c) time for guided practice, and (d) prompt feedback about the attempted implementation” (p. 2). The National Staff Development Council (2009) suggests that “staff development that improves the learning of all students deepens educators’ content knowledge, provides them with research-based instructional strategies to assist students in meeting rigorous academic standards, and prepares them to use various types of classroom assessments appropriately” (as cited in Hirsh, 2007). The **7 Steps to a Language-Rich**

**Interactive Classroom** sheltered instruction delivery model in collaboration and support of leaders in schools is showing positive impact in ELLs academic achievement.



# III. *Research Study: Pedagogical Approaches*

The ITELL Project intended to answer several research questions. However, this paper focuses solely on the following question:

***What effect does the ITELL Professional Academy have on classroom instruction?***

The instructional approach used during the Professional Academy was the **7 Steps to a Language-rich Interactive Classroom** sheltered instruction delivery model. It was the focus for instruction with ELLs in classrooms where instruction in the primary language was not possible, whereby the language of math, science, social studies, and English language arts is integrated into ELL instruction.

**The seven steps are described as follows:**

**Step 1** Teach students what to say when they don't know what to say. According to Seidlitz and Perryman (2011), "the basic idea is to give students specific sentences and questions to use in different situations so that they can independently seek help when they need it (p.12).

**Step 2** Have students speak in complete sentences. This is important to help students "develop their thoughts and use formal language structures" (Seidlitz & Perryman, 2011 p. 17).

**Step 3** Randomize and rotate when calling on students. This is important to help students be prepared during questions and discussions.

**Step 4** Use total response signals to check for understanding. Research suggests that active response signals are a powerful way to get students' attention because they connect physical movement with mental processes (Jensen, 2005 as cited in Seidlitz & Perryman, 2011, p. 31).

**Step 5** Use visuals and strategies that support your objectives. Research indicates that the use of visuals facilitates the understanding of new learning (Echevarria, Vogt, & Short, 2008).

**Step 6** Have students participate in structured conversations. Seidlitz and Perryman (2011) assert, "During structured conversations, we see less off-task behavior, enhanced understanding of topic, and fewer classroom management problems (p.43).

**Step 7** Have students participate in structured reading and writing activities. Structuring reading and writing activities is particularly important so "students gain a deep understanding of content concepts" (Seidlitz & Perryman, 2011, p. 49).



# IV. Findings

Students instructed by teachers implementing the **7 Steps to a Language-Rich Interactive Classroom** sheltered instruction delivery model improved significantly in comparison to students whose teachers did not use the model. Specifically, the findings of the ITELL study indicated that while all students improved in reading, and math, students at higher levels of proficiency improved significantly. The study demonstrated that The **7 Steps to a Language-Rich Interactive Classroom** sheltered instruction delivery model has a particular advantage in supporting the academic achievement of students who have moved beyond the beginning levels of proficiency. Statistically, it demonstrated that teachers who explicitly develop academic language skills and make content comprehensible in the ELL classroom produce students who can make meaningful academic gains.

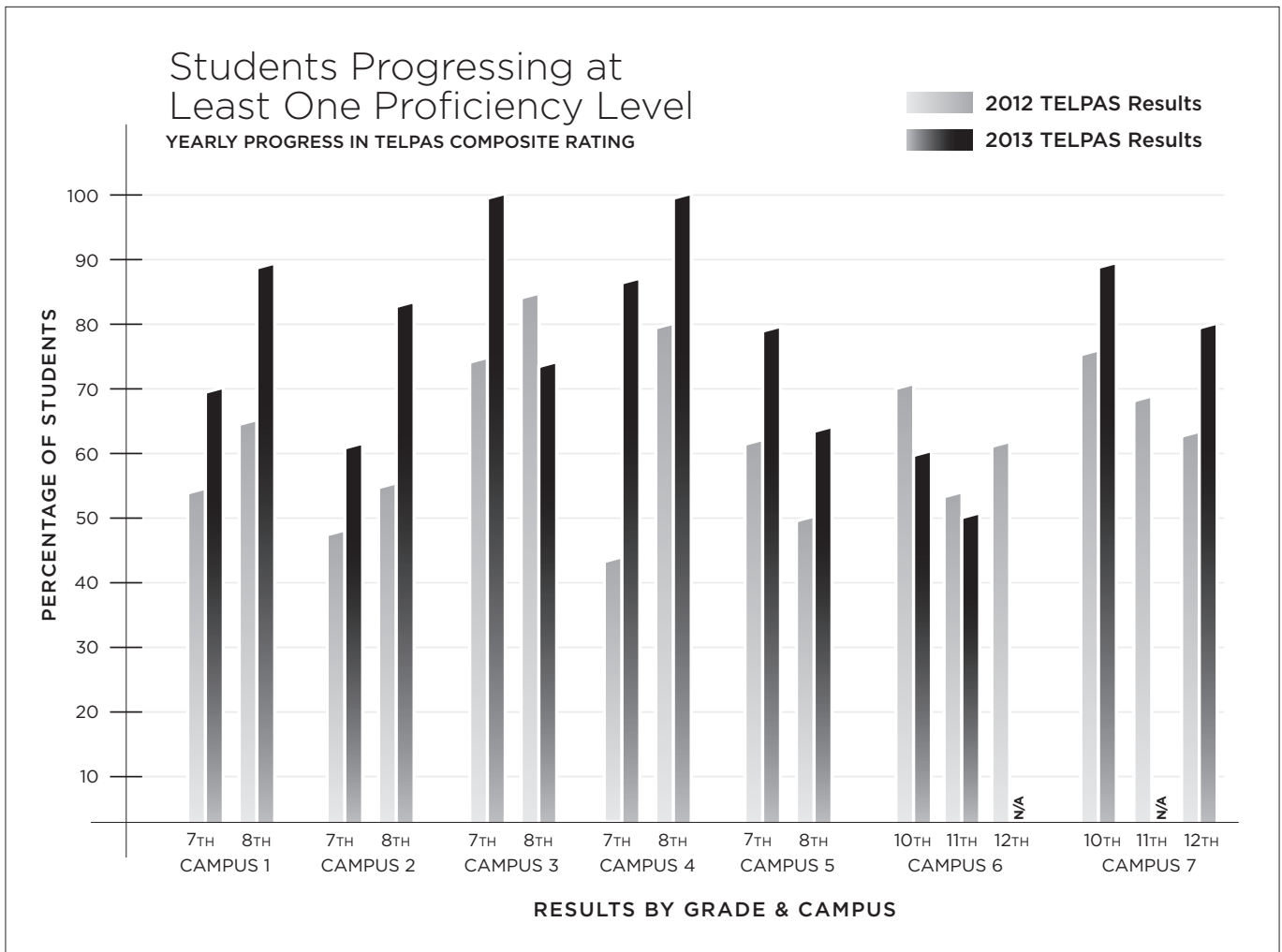
**The following chart shows the level of significance by upper and lower Arizona English Language Learner Assessment (AZELLA) Scores for ITELL Groups:**

	MATH		READING	
	Lower	Upper	Lower	Upper
<b>Grade 3</b>	NS	.05	NS	.01
<b>Grade 4</b>	NS	.01	NS	.01

While all students made gains, only students in the upper levels of language proficiency made statistically significant gains. For example, for Grade 3 Mathematics, students in the control group made progress at similar levels as those in the group whose teachers received the staff development. At the upper level students made significant gains for Grade 3 Mathematics. The findings indicated that there was a 99% probability that the gains were the result of the intervention. The improvement at the upper level is particularly important because of the challenges many districts face working with long term ELLs. These students remain at upper levels of language proficiency, but are unable to make progress in academic language. The uniqueness of this sheltered model is its emphasis on structured academic oral language development as a vehicle to developing literacy across content areas.

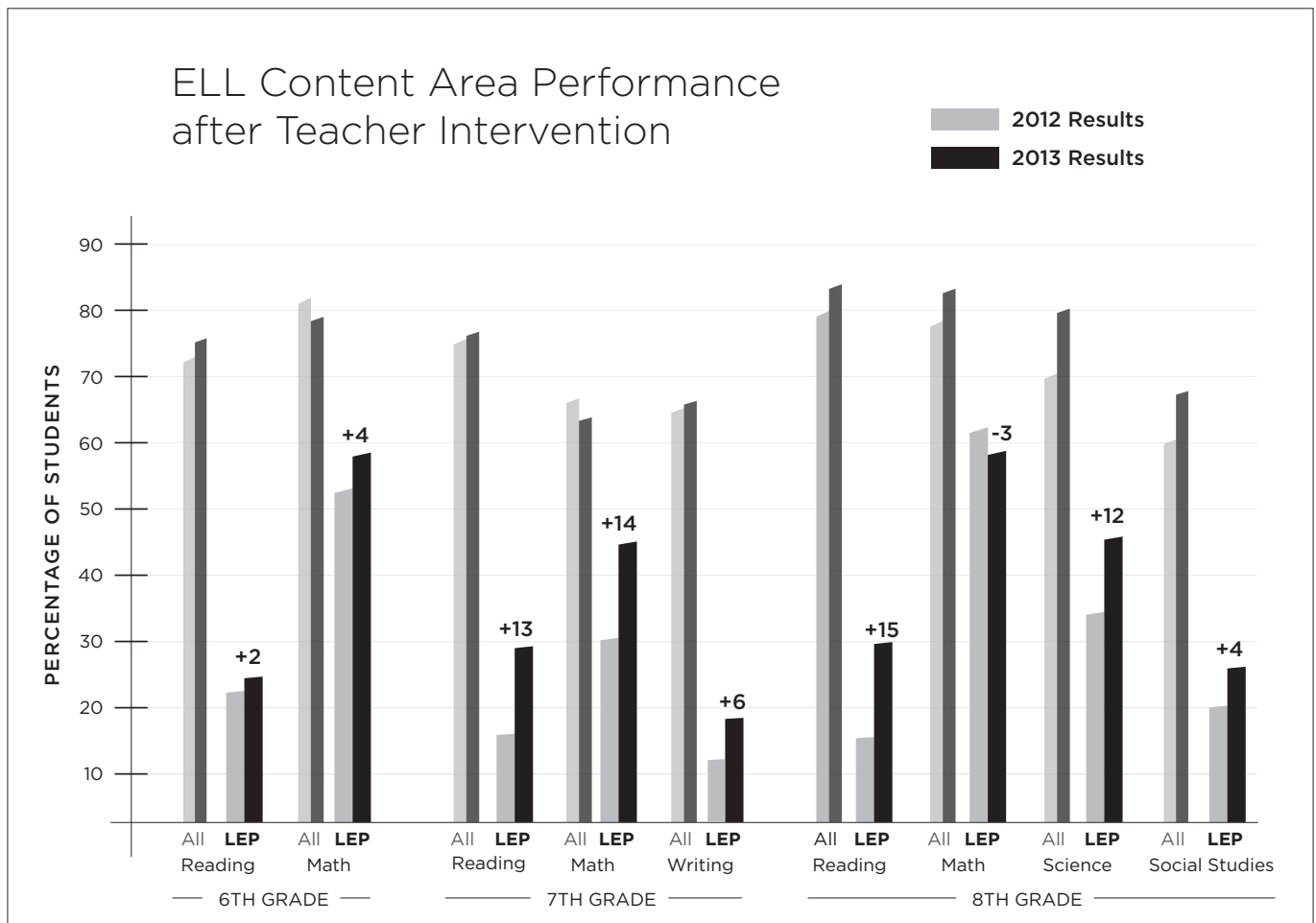
# V. *Anecdotal Evidence*

Similar to the results of the ITELL study in Arizona, ongoing and sustained staff development was conducted with 125 teachers from 7 campuses in Alvin ISD. The teachers received 42 hours of staff development during the course of the year. Some teachers received up to three coaching sessions. With the support of campus coaches and administrators, teachers implemented the **7 Steps to a Language-rich Interactive Classroom** sheltered instruction delivery model with great success in most grade levels (see graph below).



## V. Anecdotal Evidence continued

The graph indicates that ELLs whose teachers participated in the intervention made more language gains after their teachers had participated in the intervention. In addition to language gains, students also made greater increases in content area classes as a result of the intervention as the following graph demonstrates:



## VI. *Conclusion*

The **7 Steps to a Language-Rich Interactive Classroom** sheltered instruction delivery model has been well received by educators throughout the country. With its sound pedagogical research-based practices and its doable step-by-step approach, teachers are making changes as they are presented with theory, modeling of strategies and reflective feedback as part of an effective professional development model (August & Shanahan, 2006).

After a year of sustained staff development and fidelity of implementation, our team of experts has gathered evidence of growth with English language learners in the areas of second language acquisition and academic achievement. However, this could not have been possible without the collaboration of administrators who have high expectations for teachers and students. They understand that teachers require a great deal of support while implementing strategies they've never tried. By doing so, teachers may in fact find that these strategies are effective and change their instructional practices and expectations as a result of that change (Goldenberg & Coleman, 2010).



# Bibliography

August, D., & Shanahan, T. (2006). *Developing Literacy in Second Language Learners*. Mahwah, New Jersey: Center for Applied Linguistics.

Castillo, M. (2012). *Guiding Educators to Praxis: Moving Teachers beyond Theory to Practice*. Arizona State University.

Fountas, I., & Pinnel, G. (2001). *Guiding Readers and Writers Grades 3-6: Teaching Comprehension, Genre, and Content Literacy*. Portsmouth, NH: Heinemann.

Garcia, E., Lawton, K., & Diniz De Figueiredo, E. (2012). The Education of English Language Learners in Arizona: A History of Underachievement. *Teachers College Record*, 114(9), 1-18. Retrieved from <http://www.tcrecord.org/ExecSummary.asp?contentid=16601>

Garcia, E. E., Lawton, K., & Diniz de Figueiredo, E. H. (2010). The Education of English Language Learners in Arizona: A Legacy of Persisting Achievement Gaps in a Restrictive Language Policy Climate., from The Civil Rights Project at UCLA. <http://www.civilrightsproject.ucla.edu/news/pressreleases/azeep-abstracts-papers.html>

Goldenberg, C., & Coleman, R. (2010). *Promoting Academic Achievement Among English Learners: A Guide to Research*. Thousand Oaks, CA: Corwin.

Hirsh, S. (2007). NSDC Standards and Tools Help Strengthen Professional Development. *Developing a Staff of Learners*, XIX(1).

Jensen, E. (2005). *Teaching With the Brain in Mind (2nd. Ed.)*. Alexandria, VA: Association for Supervision and Curriculum Development.

Mahoney, K., Haladyna, T. & MacSwan, J. (Ed.). (2009). *The need for multiple measures in reclassification decisions: A validity study of the Stanford English language proficiency test*. Tonawanda, NY: Multilingual Matters.

Scharrer, G. (2012). Educating Hispanics crucial for state, demographer testifies, Houston Chronicle. Retrieved from <http://www.chron.com/news/houston-texas/houston/article/Educating-Hispanics-crucial-for-state-3976074.php>

Seidlitz, J., & Perryman, B. (2011). *7 Steps to a Language-Rich Interactive Classroom: Research-Based Strategies for Engaging All Students*. San Clemente, CA: Seidlitz Education.