

Sole Source Notification

Teacher/Principal Evaluation Professional Development

It is the intent of Washington State to promote open competition and transparency for all contracts for goods and services. In accordance with Department of Enterprise Service (DES) policy #DES-140-00, all intended sole source contracts must be made available for public inspection for a period of not less than ten (10) working days before the start date of the contract. This Sole Source Notification satisfies the requirement.

This Sole Source Notification is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#) under the following commodity codes: 924-16: Educational Training Services; 924-64: Partnering Workshop Facilitation Services; 924-71: School Operation and Management Services; 958-77: Project Management Services

The Office of Superintendent of Public Instruction (OSPI) intends to award a \$990,156 sole source contract to the Center for Strengthening the Teaching Profession (CSTP) for the period of July 2022, through June 30, 2023.

The purpose of this contract is to assist the Teacher and Principal Evaluation Program (TPEP) with implementing professional development designed to strengthen TPEP and to ensure fidelity at all levels of the program. The Contractor will provide services to Instructional Framework Leads and Specialists by sustaining their ongoing professional learning. The Contractor shall also further TPEP's focus on developing the understandings and skill of Washington educators in providing culturally responsive education to our students by coordinating statewide book studies, design studios, and teacher residencies.

Specifically, CSTP will support the on-going learning and leadership capacity of Framework Specialists by convening groups of Specialists and Leads to receive the latest updates and resources, engage in dialogue and problem-of-practices discussions around implementation issues in the field, and strategize and coordinate continued support of teacher evaluation.

CSTP will also coordinate up to 24 teacher residencies focused on Culturally Responsive Education hosted by Dr. Yemi Stenbridge for approximately 480 teachers. Following the residencies, CSTP will coordinate three statewide and month-long book studies for the Washington Educators Read and Discuss Book Club, also facilitated by and focused on Dr. Stenbridge's "Culturally Responsive Education in the Classroom" book.

CSTP has been collaborating with and contributing to OSPI's TPEP project since its inception in 2010, and has the necessary understanding and ability to apply the new evaluation criteria for



teachers, principals and principal evaluators. In 2012, CSTP was awarded a contract to recruit and train expert practitioners, now known as Instructional Framework Specialists, to support Washington's 2,800+ principals as they navigated and implemented the new evaluation system. CSTP's unique network of teacher leaders and administrators, and wealth of knowledge related to TPEP, makes them perfectly poised to provide the services described above.

Consultants contemplating the above requirements shall submit capability statements detailing their ability to meet the state's requirements ***no later than 3:00 pm on June 6, 2022.***

Capability statements must address the following state requirements:

- In-depth knowledge of Washington's educator evaluation system, the Teacher and Principal Evaluation Program (TPEP), specifically, the state's three Instructional Frameworks: CEL 5D+ Teacher Evaluation Rubric 3.0, Charlotte Danielson's Framework for Teaching, and Marzano's Teacher Evaluation Model
- Knowledge of Instructional Framework Specialists' role
- Ability to coordinate and provide multiple statewide, large-scale events, including ability to make arrangements for and cover costs such as meeting facility, lodging, and meals, keynote speaker, technology, and stipends for Instructional Framework Specialists
- Ability to organize and coordinate three statewide and month-long book studies for educators across Washington, including subcontracting with Dr. Adeyemi Stenbridge and providing stipends to book club facilitators

In the absence of other qualified sources, and pending approval by the Department of Enterprise Services, it is OSPI's intent to make a sole source award of the contract mentioned above to the Center for Strengthening the Teaching Profession.

Although this Sole Source Notification is not an invitation to bid, if you feel your firm is able to provide the goods or services listed above, you may submit a capability statement to:

Kyla Moore
Office of Superintendent of Public Instruction
Email: contracts@k12.wa.us

In accordance with DES Sole Source policy process #PRO-DES-140-00A, the following documents are attached:

- *Attachment 1 – A copy of the Sole Source Contract Filing Justification*
- *Attachment 2 – A copy of the proposed draft sole source contract in significantly final form*

Attachment 1 – Sole Source Contract Filing Justification

Specific Problem or Need

- *What is the business need or problem that requires this contract?*

There is a continued need to enhance the statewide systems of support for teachers in their professional development and growth as they implement the Washington's educator evaluation system, and ensure they are connected to up-to-date changes from the instructional Framework Authors.

Since 2010, OSPI has partnered with Washington education organizations to provide professional development training for educators to support Washington's educator evaluation system, the Teacher and Principal Evaluation Program (TPEP), in fulfillment of RCW 28A.405.106 (1), and, per (3) and (8), to update these trainings. This contract will support the ability of the agency to nimbly respond to new standards of practice for cultural competency required by ESSB 5044, passed in the 2021 Legislative Session. It provides professional learning for those who deliver the trainings to ensure they receive, understand, and implement updates to the instructional framework.

This contract also continues the TPEP work to facilitate the growth of educator proficiencies in providing culturally responsive education (CRE) directly. It does this through support for a cadre of "Equity in Your Framework" specialists, three book studies, and 24 teacher residencies for CRE for educators around the state.

Sole Source Criteria

- *Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.*

CSTP is uniquely qualified to carry out the duties of this contract for many reasons. CSTP has been actively involved in the TPEP evaluation process since its inception in 2010, and their knowledge base is something that cannot be replicated quickly. Since CSTP has been collaborating with and contributing to OSPI's TPEP project since 2010, they have the necessary understanding and ability to apply any new evaluation criteria for teachers, principals, and principal evaluators. In 2012, CSTP was awarded a contract to recruit and train expert practitioners, now known as Instructional Framework Specialists, to support Washington's 2,800+ principals as they navigated and implemented the new evaluation system. CSTP remains the statewide leader in collaborating with the approved TPEP Framework Authors and Framework Specialists.

They are a non-partisan educational non-profit organization with significant experience in areas of teacher leadership and teacher voice. CSTP is a statewide organization that has pre-existing relationships with the three Instructional Framework Authors, region- and district-based accomplished educators, the business community, and national education organizations. Using their unique network of teacher leaders and

administrators and is able to ensure our meetings are well marketed and well attended, even in rural and remote districts. They have the capabilities to facilitate travel and therefore manage barriers some districts may.

- *What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing statewide pricing trends and/or agreements. Include a list of businesses contacted (if you state that no other businesses were contacted, explain why not), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.*

In 2015-16, the TPEP office issued a Request for Qualifications and Quotations requesting proposals for this support of Instructional Framework Specialists and CSTP was the only applicant for the instructional framework part of the work. An RFI was conducted in 2014-2015 where two other organizations (Empirical Education [California] and School Improvement Network [Utah]) expressed interest in this work, but they did not respond to the actual 2015-16 RFQQ. Additionally, CSTP successfully carried out these similar duties under a DES-approved sole source contracts in Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22. Furthermore, OSPI did not receive any capability statements from other potential, interested bidders in response to any previous Sole Source Notifications for this work, indicating CSTP is the only vendor able and available to provide these services.

- *What considerations were given to providing opportunities in this contract for small business, including but not limited to unbundling the goods and/or services acquired.*
None. CSTP is poised to complete all of the duties in this contract seamlessly. Unbundling the duties would be cumbersome and almost certainly result in higher costs of overall implementation
- *Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).*
No training time will be required to acclimate a new educational organization to our state's evaluation criteria. No time will be wasted developing relationships with a network of teacher leaders to carry out elements of the plan. Also, CSTP has already established the successful model for the instructional framework specialist convenings, residency models, and book studies. OSPI does not have staff with adequate capacity to provide this programming; contracting allows the agency to meet needs flexibly as they change, without committing to the expense of additional staff over the long term.

The estimated cost of getting a new contractor up to speed, in addition to their performing the functions detailed in this contract, would exceed the total amount of this contract substantially. To enter into contract with a new contractor, who would need to have 10 year's worth of knowledge and relationships on which this work relies, it would significantly slow the pace of providing support to schools and districts in the 2022-23 school year. If the work of this contract was handed over to another contractor, it would mean the loss of a year of support to schools and districts in a legislatively required aspect of their work.

- *Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.*

No.

- *Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.*

No.

- *Is the agency proposing this sole source contract because of a geographic limitation? If the proposed contractor is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected.*

No.

- *What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.*

Through their existing partnership with TPEP Framework Authors, CSTP is poised to seamlessly provide professional development to the Instructional Framework Specialists, teachers, teacher leaders, and administrators in Washington. If this contract is not approved, the agency office will need to invest time and resources toward securing a contractor to support the framework specialist convenings, the teacher residency work, and the collaborative work around equity and CRE in conjunction with the frameworks. This will take an immense amount of time and collaboration. It could result in these groups of educators and administrators not being brought together to receive the latest updates and get access to resource and support structures. The evaluation tools will become outdated and routine, and it's likely they would become a "checklist item" within districts rather than a valuable learning experience.

Reasonableness of Cost

- *Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.*

Costs are commensurate with those paid under competitive contract 20160183 with CSTP, the sole source contract 20180104 with CTSP (in 17-18), the sole source contract 20190025 with CSTP (in 18-19), the sole source contract 20200026 with CSTP (in 19-20) and the sole source contract 20210119 with CSTP (in 20-21).

Attachment 2 – Proposed Draft Sole Source Contract

See next page

**CONTRACT FOR SERVICES
Contract No. 20220758**

between

**SUPERINTENDENT OF PUBLIC INSTRUCTION,
STATE OF WASHINGTON**

(hereinafter referred to as Superintendent/OSPI)
Old Capitol Building, PO Box 47200
Olympia, WA 98504-7200

and

CENTER FOR STRENGTHENING THE TEACHING PROFESSION

(hereinafter referred to as Contractor)
PO Box 4162
Olympia, WA 98501

Federal Identification #04-3769448
Unified Business Identifier #602-316-410

In consideration of the promises and conditions contained herein, Superintendent and Contractor do mutually agree as follows:

I. DUTIES OF THE CONTRACTOR

A. The general objective of this Contract is as follows:

Contractor shall assist the Teacher and Principal Evaluation Program (TPEP) with implementing professional development designed to strengthen TPEP and to ensure fidelity at all levels of the program. The Contractor shall specifically provide services to Instructional Framework Leads and Specialists by sustaining their ongoing professional learning. The Contractor shall also further TPEP's focus on developing the understandings and skill of Washington educators in providing culturally responsive education to our students by coordinating statewide book studies, design studios, and teacher residencies with Dr. Adeyemi Stembridge.

B. In order to accomplish the general objective of this Contract, Contractor shall perform the following specific duties per Attachment B – Scope of Work and Budget, and any additional attachments incorporated in Section V. Incorporation of Attachments and Order of Precedence, to the satisfaction of the Contract Manager:

Activity #1 – Framework Specialist Convenings

- a. Provide four (4) professional learning community convenings for all Instructional Framework Specialists. Attendance for Framework Specialists shall be required.
 - **Convening 1:** A full one- (1-) day meeting in Fall 2022 with all Specialists and Leads.
 - **Convening 2:** A half day virtual convening in Winter 2023 with all Specialists and Leads.

- **Convening 3:** A half day virtual convening in Spring 2023 with all Specialists and Leads.
 - **Convening 4:** A three- (3-) hour virtual convening in Spring 2023 with Danielson Specialists to collaborate around the framework updates.
- b. Provide professional learning logistics for convenings and ensure access of materials to all in the professional learning community.
 - c. Provide stipends for all Instructional Framework Specialists.

Activity #2 – Teacher Residencies

- a. Subcontract with Dr. Adeyemi Stenbridge to provide up to twenty-four (24) teacher residencies, with each residency having up to twenty (20) educators. There will be three (3) options for the residencies:
 - A six- (6-) meeting (three- (3-) hour per meeting), twice a week over three (3) weeks, with up to three (3) asynchronous meetings;
 - A six- (6-) meeting (three- (3-) hour per meeting), three (3) times a week over two (2) weeks, with two (2) asynchronous meetings;
 - A one- (1-) week intensive, four and a half- (4 1/2-) hours per day, over four (4) days.
- b. Subcontract with Dr. Adeyemi Stenbridge to provide up to eight (8) design studios; design studios may include teachers from multiple residencies.
- c. Recruit districts to participate in the residencies and design studios.
- d. Communicate and coordinate with Dr. Stenbridge and participants while providing support throughout the residencies.

Activity #3 – State Business Oversight

- a. Attend all State Framework Author and Framework Leads meetings during the 2022-2023 school year and provide recommendations to participants.

Activity #4 – Culturally Responsive Education (CRE) Introduction to Residencies

- a. Subcontract with Dr. Adeyemi Stenbridge to provide up to two (2) sessions of “Introduction to the CRE Residency”; these sessions will create an opportunity for educators to connect their learning about CRE, it’s impact on the classroom instruction, and how the residency experience works.
- b. Provide professional learning logistics for sessions and ensure access of materials to all in the professional learning community.
- c. Provide stipends for all presenting teacher teams.

Activity #5 – Statewide Book Club and Book Studies

- a. Organize and coordinate three (3) statewide and month-long book studies for the Washington Educators Read and Discuss Book Club.
 - Book Study #1 and #2 will utilize “Culturally Responsive Education in the Classroom” written by Dr. Adeyemi Stenbridge.
 - Book Study #3 will utilize a neuroscience of learning book that complements the book from study #1.
- b. Subcontract with Dr. Stenbridge to lead and facilitate the three (3) book studies.
- c. Provide stipends for book club facilitators.

- d. Provide stipends for book club facilitators post book club check in.
- e. Provide professional learning logistics for sessions and ensure access of materials to all in the professional learning community.

Activity #6 – Student Growth Goal/CRE Colloquium

- a. Organize teams of educators piloting the revised student growth goals to come together and prepare ignite presentations and learning sessions for participants.
- b. Provide one (1) colloquium for participants to learn about the revised student growth goals.
 - Colloquium will include ignite presentations, breakout sessions by framework, and keynote address from Dr. Stembridge.
- c. Subcontract with Dr. Stembridge to provide the keynote address.
- d. Provide stipends to presenting teams.
- e. Provide professional learning logistics for event and ensure access of materials to all in the professional learning community.

Activity #7 – Camp CSTP Student Growth Goals and Framework Support

- a. Provide one (1) two- (2-) day retreat for Framework Specialists. Focus of the retreat will be to develop tools and resources to support the Year of Implementation for the revised Student Growth Goal rubrics.
- b. Provide professional learning logistics for the meeting and ensure access of materials to all in the professional learning community.

C. The Contractor shall produce the following deliverables by the dates indicated below:

SCHEDULE OF DELIVERABLES	
Deliverable	Due Date
Activity #1: Framework Specialist Convenings	Convening 1: By December 16, 2022 Convening 2: By March 17, 2023 Convening 3: By May 25, 2023 Convening 4: By June 2, 2023
Activity #2: Teacher Residencies/Design Studios	Completed by June 30, 2023
Activity #3: State Business Oversight	Ongoing, through June 30, 2023
Activity #4: CRE Residency Introduction Sessions	Session 1: January 31, 2023 Session 2: March 3, 2023
Activity #5: Statewide Book Club and Book Studies	Book Study 1: December 16, 2022 Book Study 2: May 1, 2023 Book Study 3: May 1, 2023
Activity #6: STG/CRE Colloquium	By May 1, 2023
Activity #7: Camp CSTP – Student Growth Goals	July 25 - 27, 2022
Final Report	June 30, 2023

All deliverables required under this Contract must be delivered to the Contract Manager in accordance with the schedule above.

**II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE
AND
SCHEDULE OF PERFORMANCE**

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This Contract must be executed by a representative of the Contractor and the Superintendent; (2) Provisions of Chapter 39.26 RCW require the Agency to file this sole source Contract with the Department of Enterprise Services (DES) for approval; no Contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing, subject to DES approval. In the event DES fails to approve the Contract, the Contract shall be null and void; and, (3) Superintendent’s designee must confirm the occurrence of conditions number one (1) and two (2) and notify the Contractor to commence performance.

The schedule of performance of Contractor’s duties is as follows subject, however, to the three (3) prior conditions to commencement of performance set forth immediately above:

July 1, 2022, date of approval by DES, or date of execution, whichever is later, through June 30, 2023.

III. DUTIES OF THE SUPERINTENDENT

A. In consideration of Contractor’s satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor in an amount not to exceed a total of nine hundred ninety thousand, one hundred fifty-six dollars (\$990,156) as noted below in part B, Schedule of Payments. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

Funds for the payment of this Contract are provided by state dollars.

B. Payment shall be made to the Contractor as follows:

Periodically (not more often than monthly), in the form of progress payments in the amounts and for the stages of partial performance set forth below:

SCHEDULE OF PAYMENTS		
Deliverable	Due Date	Payment
Activity #1: Framework Specialist Convenings	Convening 1: By December 16, 2022 Convening 2: By March 17, 2023 Convening 3: By May 25, 2023 Convening 4: By June 2, 2023	\$192,254 (\$146,054 / convening 1) (\$19,305 / convening 2-3) (\$7,590 / convening 4)
Activity #2: Teacher Residencies/Design Studios	Completed by June 30, 2023	\$553,674 (\$21,236 / residency) (\$5,000 / design studio)

SCHEDULE OF PAYMENTS		
Deliverable	Due Date	Payment
Activity #3: State Business Oversight	Ongoing, through June 30, 2023	\$5,000
Activity #4: CRE Residency Introduction Sessions	Session 1: January 31, 2023 Session 2: March 3, 2023	\$49,094 (\$24,547 / session)
Activity #5: Statewide Book Club and Book Studies	Book Study 1: December 16, 2022 Book Study 2: May 1, 2023 Book Study 3: May 1, 2023	\$90,474 (\$30,158 / book study)
Activity #6: STG/CRE Colloquium	By May 1, 2023	\$67,210
Activity #7: Camp CSTP – Student Growth Goals	July 25 - 27, 2022	\$32,450

The invoices shall include the Contract number, and document to the Superintendent's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the Superintendent's designees receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

If errors are found in the submitted invoice or supporting documents, the Contract Manager will notify the Contractor. In order to receive payment, it shall be the responsibility of the Contractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify the Contract Manager.

- C. Final payment shall be made after acceptance by the Superintendent's Contract Manager or Designee if received by the Superintendent within ninety (90) days after the contract expiration date, unless negotiated with the Contract Manager or Designee and the Fiscal Budget Analyst.

IV. CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

CSTP	OSPI
Lindsey Stevens Executive Director PO Box 4162 Olympia, WA 98501 Phone: 253-241-0670 Email: lindsey@cstp-wa.org	Taylor Kidder-Morrill Contracts and Grants Specialist Old Capitol Building PO Box 47200 Olympia, WA 98504-7200 Phone: 360-725-6422 Email: taylor.kidder-morrill@k12.wa.us

V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract , the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Scope of Work and Budget
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VI. APPROVAL

This Contract shall be subject to the written approval of the Superintendent’s authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing Contract.

Center for Strengthening the Teaching Profession

Superintendent of Public Instruction
State of Washington

Signature

Kyla L. Moore, Contracts Administrator

Printed Name

Date

Title

Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General

Attachment A
Contract for Services
GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this Contract and General Terms and Conditions, the following terms shall have the meaning set forth below:

"Superintendent" shall mean the Office of Superintendent of Public Instruction of the State of Washington, any division, section, office, unit or other entity of the Superintendent, or any of the officers or other officials lawfully representing the Superintendent.

"Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract, and shall include all employees of the Contractor.

"Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms " Subcontractor" and " Subcontractors" means Subcontractor(s) in any tier.

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Superintendent.
5. **Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.

- 8. Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line-item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.
- 9. Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the Superintendent if, during the term of this contract, Contractor becomes debarred. The Superintendent may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 10. Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used 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 obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

- 11. Certification Regarding Wage Violations.** The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify the Superintendent of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Contract.

- 12. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the

Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

- 13. Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any student assessment data, material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Contract.

- 14. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Contractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Contractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Contractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial](#) (preferred) or [Creative Commons Attribution-NonCommercial-ShareAlike](#) licenses, version 4.0 or later, are acceptable for these specific sections.

The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Contractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

15. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Superintendent shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

16. COVID-19 Contractor Vaccination Verification Plan. Contractor represents and warrants that Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Contract on-site at the Superintendent's premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021, as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021). Contractor further represents and warrants that Contractor:

- a. Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#);
- b. Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- c. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- d. Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- e. Has operational procedures in place to ensure that any contract activities that occur on-site at Superintendent premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- f. Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at Superintendent

premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and

- g. Will provide to Superintendent, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

The Superintendent retains the right to inquire into compliance with the verification requirements at any time, to include requesting a copy of the verification plan, spot-checking with such personnel and reviewing Contractor's vaccination verification records.

- 17. Disputes.** In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) The Superintendent shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the Superintendent and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

- 18. Duplicate Payment.** The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

- 19. Electronic signature.** Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original, wet ink signature page. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party which requests it.

- 20. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

- 21. Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to the Superintendent's employees.

22. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

23. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless Superintendent and its agents, employees, or officials.

24. Independent Capacity of the Contractor. The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Superintendent or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

25. Insurance.

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontract retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the Superintendent, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the Superintendent incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the Superintendent by the Contractor pursuant to the indemnity may be deducted from any payments owed by the Superintendent to the Contractor for the performance of this Contract.

- b. **Automobile Insurance.** In the event that services delivered pursuant to this Contract involve the use of vehicles, owned or operated by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident or occurrence, using a Combined Single Limit for bodily injury and property damage.

- c. **Business Automobile Insurance.** In the event that services performed under this Contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Contractor's employees' vehicles are used, the Contractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident or occurrence, using a Combined Single Limit for bodily injury and property damage.

- d. **Public Liability Insurance/General Liability.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission,

or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

- e. **Additional Insured.** The State of Washington, Office of Superintendent of Public Instruction, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.
- f. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.
- g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this Contract.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

26. Licensing and Accreditation Standards. The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Contract.

27. Limitation of Authority. Only the Superintendent or the Superintendent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Superintendent.

28. Non-Discrimination. The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the

Superintendent. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. The Contractor shall notify the Superintendent immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the Superintendent.

29. Overpayments. Contractor shall refund to Superintendent the full amount of any overpayment under this Contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.

30. Payments. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Superintendent. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract under Duties of the Superintendent, and (2) Acceptance and certification by the Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) All approvable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor, and (2) All expenses necessary to the Contractor's performance of this Contract not specifically mentioned in the Contract shall be borne in full by the Contractor.

31. Public Disclosure. Contractor acknowledges that the Superintendent is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the Superintendent shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Superintendent will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Superintendent will release the requested information on the date specified.

32. Publicity. The Contractor agrees to submit to the Superintendent all advertising and publicity matters relating to this Contract which in the Superintendent's judgment, Superintendent's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Superintendent.

33. Registration with Department of Revenue. The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

34. Records Maintenance. The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Superintendent, personnel duly authorized by the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

35. Right of Inspection. The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

36. Severability. The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

37. Site Security. While on Superintendent premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

38. Subcontracting. Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

If, at any time during the progress of the work, the Superintendent determines in its sole judgment that any subcontractor is incompetent, the Superintendent shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the Superintendent of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the Superintendent.

39. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

40. Technology Security Requirements. The security requirements in this document reflect the applicable [requirements of Standard 141.10 of the Office of the Chief Information Officer](#) (OCIO) for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech OCIO IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between Superintendent and the Contractor. Any related costs to performing these activities shall be at the expense of the Contractor. Any such activities and resulting checklist and/or other products must be shared with the Superintendent's Information Technology Services.

41. Termination for Convenience. Except as otherwise provided in this Contract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the Superintendent shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

42. Termination for Default. In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. The Superintendent reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Superintendent to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

43. Termination Due to Funding Limitations or Contract Renegotiation, Suspension. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion of this Contract, with the notice specified below and without liability for damages:

- a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When Superintendent determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to Superintendent and an acceptable date cannot be negotiated, Superintendent may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. Superintendent may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Superintendent in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

44. Termination Procedure. Upon termination of this Contract the Superintendent, in addition to other rights provided in this Contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

The rights and remedies of the Superintendent provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the Contract had been completed, would have been required to be furnished to the Superintendent;
- f. Complete performance of such part of the work not terminated by the Superintendent;
and
- g. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this Contract which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

45. Treatment of Assets. Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the Superintendent which results from the negligence of the Contractor which results from the failure on the part

of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Contractor under this clause shall include Contractor's employees, agents and subcontractors.

46. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.



Attachment B – Scope of Work and Budget

TO: Sue Anderson and Katie Taylor
FROM: Lindsey Stevens
RE: Proposal for 2022-2023
DATE: April 20, 2022

Here is CSTP’s updated proposal for TPEP work in 2022-2023 school year. The body of work and the calculations are based on previous events and activities we’ve performed in previous contracts to support and promote cross-district, cross-region and cross-state dialogue and discussion about the successes and challenges in making educator evaluation system shifts. This proposal also considers the current situation and need around learning acceleration, the new student growth goal year of preparation and builds upon the strong work already in place for Equity in Your Framework, the Framework Leads and Specialists (FS) and growing culturally responsive education through Dr. Stenbridge’s work.

Activity #1: Framework Specialists Convenings

During the 2021-2022 contract year we were able to convene Framework Specialist both virtually and in person. We heard from many of them that this was a great balance between the convenience of being able to participate without travel and the energy and momentum built from collaborating face to face. In this section, we’ve taken this feedback into account and outlined three Convenings – one in the fall and two in the winter / early spring and are thinking about how to best balance the convenience of virtual convenings with the camaraderie , connection and community that is built when specialists are able to meet face to face.

Fall and Late Winter/Early Spring Convenings: The convenings of Specialists and Leads will be an opportunity for everyone to receive the latest updates and resources, engage in dialogue and problem-of-practices discussions around implementation issues, and strategize and coordinate continued support of teacher evaluation. Specifically, for the fall convening, there will be a focus on setting educators up for success with the new growth goals, as well as framework updates and changes. We have also included a convening specifically for the Danielson trainers as they will be adjusting to the framework update.

Through CSTP’s zoom accounts, we can operate a large group meeting and breakouts into Framework-specific groupings. We are currently planning for one face to face meeting in the fall and two virtual meetings in the spring as well as one meeting for the Danielson Framework only.

Our current proposal for these convenings is:

- Meeting 1: A full day meeting on one day, with a dinner and keynote the night previous, with all Specialists and Leads. This option is efficient and will meet the needs of the specialist as a community coming together. This last year we were



able to work with our Leads to accommodate as many specialists as possible. This option would best meet the different needs of the specialist across the state and dealing with different factors, but would require travel and planning.

- Meeting 2 and 3: We would offer a half day virtual convening utilizing our ability to facilitate meetings and break out rooms with ease over zoom.
- Meeting 4: This would be a three-hour virtual meeting for the Danielson Framework Specialist only as they will need to collaborate and train around the framework updates.

CSTP will coordinate the logistics for the four convenings including compensating the FS, registration and communication to FS and coordination with Leads and OSPI. The budget is based on 100 specialists for meetings 1-3 and 35 specialists for meeting 4.

Costs include:

- Stipends for FW Specialists
- Meeting expenses, lodging and meals
- Key note speaker
- Technology
- CSTP staff time, travel and indirect

** Leads will be paid from their contract with OSPI.

PROPOSED COSTS = \$192,253.60

Activity #2: Teacher Residency/Design Studio

CSTP will subcontract with Dr. Yemi Stenbridge to provide up to 24 teacher residencies across the state. Each residency would engage up to 20 educators, primarily classroom teachers. Depending on the needs of the districts the residencies could be made up of teachers from one school, district, or a mix of schools and districts. Depending on district schedules and prior engagement with the work Dr. Stenbridge has been able to be flexible with residency models. Each residency consists of around 18 hours of in person learning, planning, experiencing and reflecting on the Culturally Responsive Teaching Framework.

Each school or district who participates in a residency would be offered the opportunity to participate in a Design Studio. During the Design Studio teachers would be able to build on the residency experience with supported planning. CSTP will work with Dr. Stenbridge to offer up to 8 of these experiences throughout the state. Design Studios may include teachers from multiple residencies.

CSTP has become quite adept at recruiting districts and teams as well as communicating and coordinating with participants, Dr. Stenbridge and/or his representative, providing virtual and in person support as needed during the residency and soliciting follow up feedback and evaluation of project impact. Dr. Stenbridge has expressed some interest in having all of the residencies/design studios run through CSTP in order to streamline the coordination and learning between sights.



CSTP will also design and execute a reflection collection and distribution process to capture sustained impact from the participants' experience, connection to the student growth goals, and other lessons learned. We will also work to support Dr. Stembridge's creation of video based on his work in our state.

Cost per residency = 21,236
Cost per design studio = 5,000

Costs include:

- Dr. Yemi Stembridge subcontract for residencies/Design Studios
- Travel Stipend for Dr. Stembridge and/or his representative
- Participant meals and supplies
- Technology
- Video creation and reflection support
- CSTP staff time and indirect

PROPOSED COSTS = \$553,674.00

Activity #3: State Business Oversight

CSTP staff will attend all state business oversight meetings with OSPI and Leads during the 2022-23 school year. We assume these meetings will take place online and have not included any funds for travel expenses.

Costs include:

- CSTP staff time

PROPOSED COSTS = \$5,000

Activity #4: Culturally Responsive Education Introduction to Residencies

This past year we have found that once educators become more informed about the process of both the CRE Framework and the Residencies designed around it they are excited and ready to engage in the process. CSTP is proposing that we host two virtual sessions in the fall in order to spread the understanding and learning around the residency experience. The sessions would be designed to help educators understand and engage in the residency process with greater clarity and support.

Introduction to CRE Residency: The two sessions of the Introduction to the CRE Residency will be an opportunity for educators to connect their learning about CRE, it's impact on classroom instruction, and how the residency experience works. We would try to vary the type, size, or regions of the schools we are highlighting so that educators can connect the stories of those presenting to their own contexts as much as possible. At the conclusion of the experience the participants would have the opportunity to consider what it might look like to host a residency in their own district.



This type of experience and clear understanding will result in greater dedication and support from administrators who are crucial in orchestrating these experiences as well as the sustainability of the learning. We will also be able to better clarify the expectations of participants in place of individual scheduling meetings with districts or schools.

CSTP will coordinate the logistics for the two sessions including sub-contracting with Dr. Stembridge, as well as stipends for teacher teams presenting.

Costs include:

- Technology
- Presenting teams stipends, and subs
- Sub contract with Dr. Stembridge
- CSTP staff time and indirect

PROPOSED COSTS = \$49,094.00

Activity #5: Statewide Book Club and Book Studies

CSTP will organize and coordinate with OSPI three statewide book studies for the WERD Book Club, which stands for WA Educators Read & Discuss. Two of the book studies will utilize Dr. Stembridge’s “Culturally Responsive Education in the Classroom” and the third will be a companion book selected by Dr. Stembridge. All three studies will be led by Dr. Stembridge who will select a “neuroscience of learning” book that complements his book. He will also utilize educator-facilitators for small group discussions.

CSTP will advertise and market the WERD Book Club statewide and utilize partnerships with education organizations and associations to spread the word. CSTP will recruit the book club educator-facilitators and set up book club sessions for statewide participation and run the registration and facilitation.

Costs include:

- Stipends for book club facilitators
- Stipends for book club facilitators post book club small group check in
- Subcontract to Dr. Stembridge
- Technology
- CSTP staff time and indirect

The grand total for this proposed body of work is **\$ 90,475**



Activity #6: Student Growth Goal/CRE Colloquium

During the 2022-23 school year the state will be commencing on the year of preparation for the new student growth goals as well as scaling up the work around Culturally Responsive Education in the Classroom and the connection between them. There is no doubt that this will lead to great learning that should be leveraged, shared and scaled throughout the state.

CSTP proposes leveraging this learning for as many educators as possible through a spring statewide colloquium event. We would gather teams of educators who were leading in the year of preparation to prepare ignite presentations and learning sessions for participants. We would highlight those who were able to draw clear learning application of the CRE framework to the student growth goal process and their districts TPEP framework.

This event would include ignite presentations, breakout sessions by framework, and a key note address by Dr. Stembridge.

Costs include:

- Meeting expenses, supplies, and meals
- Technology
- Presenting teams stipends, travel, and subs
- Sub contract with Dr. Stembridge
- CSTP staff time, travel and indirect

PROPOSED COSTS = \$67,210

Activity #7 Camp CSTP Student Growth Goals and Framework Support

This includes 21 participants, 2 OSPI staff, and 2 CSTP staff staying 2 nights at Rainbow Lodge. We would pay for participants travel to Camp CSTP as well as a stipend for 21 participants. OSPI could access Rainbow Lodge starting at 10:00 AM on Monday, July 25 and will need to depart by 11:30 AM on July 27.

Costs include:

- Stipends for FW Specialists
- Meeting expenses, lodging and meals
- Technology
- CSTP staff time, travel and indirect

PROPOSED COSTS = \$32,450



Activity	Estimated Cost
Activity #1 – Framework Specialist Convenings	\$ 192,253.60
Activity #2 – Teacher Residencies/Design Studios	\$ 553,674.00
Activity #3 – State Business Oversight	\$ 5,000
Activity #4 – CRE Residency Introduction Sessions	\$ 49,094.00
Activity #5 – Statewide Book Club and Book Studies	\$ 90,475
Activity #7- STG/CRE Colloquium	\$67,210
Activity #8 – Camp CSTP – STG	\$32,450
TOTAL	\$ 990,155.60