

Sole Source Notification

Evaluation of Mastery Based Learning

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: 956-70: Research Services; 924-05: Educational Advisory Services; and 924-19: Educational Research Services.

The State Board of Education (SBE) resides within the Office of Superintendent of Public Instruction for administrative purposes only. While OSPI is not a party to this proposed Contract, OSPI is responsible for facilitating the Sole Source Notification process, executing this agreement, and making payment to the Contractor on behalf of SBE.

The State Board of Education (SBE) intends to award a \$748,500 sole source contract to the North American Council for Online Learning (the Aurora Institute) for the period of January 2024, through June 30, 2027.

The purpose of this contract is to evaluate a Mastery-based learning (MBL) demonstration project providing professional learning to educators in select school districts throughout Washington State. The project's overarching goal is to inform future policy by helping decision-makers better understand what quality MBL looks like, how long it takes to implement, and what resources are necessary. Project evaluation is intended to inform the identification of effective policies, practices, and system changes that can contribute to the application of MBL programs throughout the Washington K-12 education system. Evaluation includes formative evaluation.

Per Engrossed Substitute Senate Bill 5092, Section 502(2) funds are provided for implementation of mastery-based learning in school district demonstration sites for the purpose of addressing learning recovery and other educational issues related to COVID-19.

To effectively carry out its charge (and the overarching goal of informing policy work), SBE needs consultation and evaluation services provided by a contractor with extensive experience consulting on and evaluating mastery-based learning projects.

The proposed contract specifically extends and expands upon the work currently being done under contract 20220380. Since the cost significantly exceeds the original cost of contract 20220380, this is being processed as a new contract.

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 January 8, 2024.***

Capability statements must address the following state requirements:

- Extensive experience with mastery-based learning policy development.
- Extensive experience with mastery-based learning research and project evaluation.
- Extensive experience with mastery-based learning field building (including information sharing through conferences, webinars, and presentations).

In the absence of other qualified sources, and pending approval by the Department of Enterprise Services, it is SBE's intent to make a sole source award of the contract mentioned above to the North American Council for Online Learning (the Aurora Institute).

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?*
Engrossed Substitute Senate Bill (ESSB) 5187 Section 502(2) allocated funding solely to the State Board of Education for implementation of mastery based learning in school district demonstration sites. The State Board of Education shall require grant recipients to report on impacts and participate in a collaborative to share best practices. The funds must be used for grants to school districts, charter schools, or state tribal education compact schools established under chapter 28A.715 RCW; professional development of educators; development of a resource suite for school districts statewide; evaluation of the demonstration project; implementation and policy support provided by the state board of education and other partners; and a report outlining findings and

recommendations to the governor and education committees of the legislature by December 31, 2025. Grants for mastery-based learning may be made in partnership with private matching funds.

In order to effectively carry out its charge (and the overarching goal of informing policy work), SBE needs evaluation services provided by a contractor with extensive experience evaluating mastery-based learning projects.

Sole Source Criteria

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

The North American Council for Online Learning (the Aurora Institute) is uniquely qualified to provide these services as they have influenced mastery-based learning policy in all 50 states, including at least 15 states in 2021. In fact, the Washington's legislative definition of mastery-based learning (2019 E2SHB 1599) is based on the Aurora Institute's definition of competency-based learning, which the Aurora Institute developed in collaboration with 100 experts in the field.

The Aurora Institute's policy team has extensive policy experience at the local, state, and federal levels, with a particular focus on synchronizing policy and practice while driving transformation to personalized, competency-based education. They have worked in policy roles for the U.S. Department of Education, U.S. House of Representatives, legislators, and education foundations and nonprofit organizations. Members of their team also have extensive experience evaluating state and local education initiatives.

In 2020, the Aurora Institute developed and led the National Research Convening on Building the Evidence Base for K-12 Personalized Learning. In addition, AI has developed more than 100 research-based reports related to student-centered, personalized, and competency-based education, as well as more than 2,000 blog posts on their CompetencyWorks (practice-focused) and Education Domain (policy-focused) blogs.

This contract is an expansion of previously approved SBE contract 20220380, under which, the Aurora Institute has provided consulting and evaluation services of the Mastery-based learning demonstration project since July 2023. To ensure cohesion of the existing project, the Aurora Institute is uniquely poised to perform the services under this contract.

- *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.

The State Board of Education considered existing staff's capacity, and determined that nobody on staff has the requisite evaluation expertise in this subject area or has evaluated a similar project. Moreover, all staff are fully committed to other work.

Though other agencies and government entities may have expertise in either mastery-based learning or project evaluation, we were unable to find any with expertise in both mastery-based learning and project evaluation. The proposed contractor has a unique combination of expertise in both areas.

We have consulted our networks in Washington, including the mastery-based learning work group, which we have hosted since June 2019. We also consulted with people working in mastery-based learning in other states to identify potential evaluators. People we consulted didn't know anybody with a comparable combination of mastery-based learning policy and program evaluation expertise. Furthermore, a web search yielded no other organizations with comparable qualifications. So we did not find anyone to contact.

- *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.*
Although not a Washington-based entity, the Aurora Institute has self-certified as a mini business. SBE has been contracting with the Aurora Institute since July 2023. To ensure cohesion of the existing project, it is necessary for the Aurora Institute to provide these services, rather than breaking the project into small contracts.
- *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).*
Successful evaluation of a statewide professional learning grant project intended to inform policy development on Mastery-based Learning depends on a very high level of expertise in both policy development and program evaluation. Aurora Institute has been in business since 2003 and is a nationally recognized expertise in the MBL/CBL field.

Moreover, Aurora Institute has been SBE's project evaluator under contract 20220380 for SBE for a couple of years, so no SBE staff time will be spent bringing Aurora Institute up to speed on this project. Other project evaluators would need significantly more management by SBE staff (i.e. would have a much higher learning curve regarding what mastery-based learning is, what the goals are, etc.). Staff estimates that running a

Request for proposals and bringing a new contractor up to speed would take at least 300 hours of staff effort. SBE staff are fully occupied with other tasks and do not have that time available. But if we did, it would cost at least \$20,000, which is saved if the proposed contract is executed.

Contracting also reduces the risk that SBE will be unable to carry out its charge under ESSB 5187 Section 502(2). Furthermore, it reduces the risk that Mastery-based Learning policy decisions made by SBE will omit key elements due to inadequate evidence from program evaluation or unclear translation of that evidence into information upon which to base policy decisions.

- *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.*

If the contract is not approved, it is unlikely that SBE would be able to gather high quality evidence from the project in time to inform the decisions it needs to make. Consequently, SBE would run the risk of developing a Mastery-based Learning policy that omits key elements, necessitating significant and expensive re-work. This would adversely impact students statewide, and it would severely damage the agency's credibility with stakeholders and the public.

Without the contract, we would likely be unable to effectively carry out this legislative intent of ESSB 5187. Furthermore, external evaluation (including formative evaluation) will enhance the positive impact that the project has on participating educators and their students.

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.*

The hourly rate used to create a cost for this performance-based contract is about the same as previous DES-approved contract 20230380, after adjusting for inflation. The contract 20230380 rate was \$173/hour for work starting in fiscal year 2022, so assuming 3% average annual inflation, the inflation adjusted rates for fiscal years 2024, 2025, 2026, and 2027 would be \$184/hour, \$190/hour, \$195/hour, and \$201/hour respectively. These rates are very reasonable for the level of expertise involved (e.g. Ph.D - level).

For example, the rates compare favorably to NTE rates for DES's statewide contract 01620 (Business Consulting Services), which range from \$50/hour to \$885/hour, with an average of \$282/hour. Though focused on business rather than education, this master contract serves as a reasonable yardstick.

Attachment 2 – Proposed Draft Sole Source Contract

See next page

**CONTRACT FOR SERVICES
Contract No. 20240296**

between

**STATE BOARD OF EDUCATION,
STATE OF WASHINGTON**
(hereinafter referred to as SBE)
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

**NORTH AMERICAN COUNCIL FOR ONLINE LEARNING LTD.
DBA AURORA INSTITUTE**

(hereinafter referred to as Contractor)
1100 N Glebe Road, Suite 1010
Arlington, VA 22201

Federal Identification #20-0310109

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

I. RECITALS

The State Board of Education resides within the Office of Superintendent of Public Instruction (hereinafter referred to as OSPI) for administrative purposes only. While OSPI is not a party to this Agreement, OSPI is responsible for executing this Agreement and making payment to Contractor on behalf of SBE, as specified within the Duties of the State Board of Education and OSPI section.

II. DUTIES OF THE CONTRACTOR

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

Contractor shall evaluate a Mastery-based learning (MBL) demonstration project providing professional learning to educators in select school districts throughout Washington State. The project's overarching goal is to inform future policy by helping decision-makers better understand what quality MBL looks like, how long it takes to implement, and what resources are necessary. Project evaluation is intended to inform the identification of effective policies, practices, and system changes that can contribute to the application of MBL programs throughout the Washington K-12 education system. Evaluation includes formative evaluation. Mastery-based learning is also referred to as Competency-based learning (CBL).

B. In order to accomplish the general objective of this Contract, Contractor shall perform the work in accordance with Attachment B – Scope of Work, to the satisfaction of the SBE Contract Manager.

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

| Deliverable | Due Date |
|-----------------------------|-----------------|
| 1. FY24 Q3 Progress Report | 3.31.24 |
| 2. FY24 Q4 Interim Report | 6.28.24 |
| 3. FY25 Q1 Progress Report | 9.30.24 |
| 4. FY25 Q2 Progress Report | 12.31.24 |
| 5. FY25 Q3 Progress Report | 3.31.25 |
| 6. FY25 Q4 Interim Report | 6.30.25 |
| 7. FY26 Q1 Progress Report | 9.30.25 |
| 8. FY26 Q2 Progress Report | 12.31.25 |
| 9. FY26 Q3 Progress Report | 3.31.26 |
| 10. FY26 Q4 Interim Report | 6.30.26 |
| 11. FY27 Q1 Progress Report | 9.30.26 |
| 12. FY27 Q2 Progress Report | 12.31.26 |
| 13. FY27 Q3 Progress Report | 3.31.27 |
| 14. FY27 Q4 Final Report | 6.30.27 |

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

D. Unless exempted by SBE, all written documents required under this Contract shall be produced in a format, compliant with the Americans With Disabilities Act and meet or exceed [Web Content Accessibility Guidelines \(WCAG\) 2.0 Conformance Level AA](#), which is hereby incorporated by this reference. In the event that the materials are not compliant, SBE may require Contractor to promptly make modifications that will make the materials Accessibility compliant. Additionally, SBE shall have the right to modify or copy the materials in order to make them accessible.

E. Management administration, recordkeeping, training, tracking, audit, and reporting requirements related to Elementary and Secondary School Emergency Relief (ESSER) funds:

Submit to SBE data relating, but not limited, to student and staff demographics as required by the United States Department of Education (“ED”) for annual performance reporting required from States that received Elementary and Secondary School Emergency Relief (ESSER) funds under the Coronavirus Aid, Relief, and Economic Security (CARES) Act (ESSER I), the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act (ESSER II), or the American Rescue Plan Act (ARP ESSER). These annual performance reports are required until all funds have been liquidated. The Contractor will work with OSPI to determine:

- What type of data to collect, with the understanding that federal reporting requirements may be altered, amended, or updated at ED’s sole discretion, which could affect future reporting needs that may be unknown at the time and date of contract commencement;
- How the data should be aggregated;
- How the aggregated data should be presented to OSPI, whether in report, or other form;
- Range of dates the data will be collected; and
- The deadline by which the aggregated data, in its final report form, will be due to OSPI.

**III. 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 SBE; (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) Contract Manager 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:

January 9, 2024, date of approval by DES, or date of execution, whichever is later, through June 30, 2027.

Fiscal Year (FY) FY24: Contract commencement through June 30, 2024

FY25: July 1, 2024, through June 30, 2025

FY26: July 1, 2025, through June 30, 2026

FY27: July 1, 2026, through June 30, 2027

IV. DUTIES OF THE STATE BOARD OF EDUCATION AND OSPI

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, SBE shall compensate Contractor in an amount not to exceed a total of seven hundred forty-eight thousand five hundred dollars (\$748,500) 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 federal program Elementary and Secondary School Emergency Relief Fund, CFDA #84.425D, and State dollars.

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.

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 |
| 1. FY24 Q3 Progress Report | 3.31.24 | \$82,500 |
| 2. FY24 Q4 Interim Report | 6.28.24 | \$82,500 |
| 3. FY25 Q1 Progress Report | 9.30.24 | \$61,875 |
| 4. FY25 Q2 Progress Report | 12.31.24 | \$61,875 |
| 5. FY25 Q3 Progress Report | 3.31.25 | \$61,875 |
| 6. FY25 Q4 Interim Report | 6.30.25 | \$61,875 |
| 7. FY26 Q1 Progress Report | 9.30.25 | \$46,000 |
| 8. FY26 Q2 Progress Report | 12.31.25 | \$46,000 |
| 9. FY26 Q3 Progress Report | 3.31.26 | \$46,000 |
| 10. FY26 Q4 Interim Report | 6.30.26 | \$46,000 |
| 11. FY27 Q1 Progress Report | 9.30.26 | \$38,000 |
| 12. FY27 Q2 Progress Report | 12.31.26 | \$38,000 |
| 13. FY27 Q3 Progress Report | 3.31.27 | \$38,000 |
| 14. FY27 Q4 Final Report | 6.30.27 | \$38,000 |
| Total | | \$748,500 |

The invoices shall include the Contract number, and document to the SBE Contract Manager’s satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the SBE Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by the Office of Superintendent of Public Instruction, Agency Financial Services.

If errors are found in the submitted invoice or supporting documents, the SBE 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 SBE Contract Manager.

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

V. CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Contract.

| Contractor | SBE |
|-------------------|------------|
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VI. 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
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VII. 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.

North American Council for Online
Learning DBA Aurora Institute

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
STATE BOARD OF EDUCATION (SBE)

DEFINITIONS

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

“Contract” or **“Agreement”** means the entire written agreement between OSPI/SBE and the Contractor, including any attachments, exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

"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.

“Services” means all work performed or provided by Contractor pursuant to this Contract.

“Statement of Work” or **“SOW”** or **“Scope of Work”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline.

"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.

"OSPI" shall mean the Office of Superintendent of Public Instruction of the State of Washington, any division, section, office, unit or other entity of OSPI, or any of the officers or other officials lawfully representing OSPI. The State Board of Education resides within the Office of Superintendent of Public Instruction (hereinafter referred to as OSPI) for administrative purposes only. While OSPI is not a party to this Agreement, OSPI is responsible for executing this Agreement and making payment on behalf of SBE, as specified within the Duties of the State Board of Education and OSPI section.

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the SBE, 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 Agreement 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 SBE.
5. **Assurances.** The SBE 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 SBE, 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 SBE.
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 OSPI/SBE if, during the term of this contract, Contractor becomes debarred. OSPI/SBE 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 OSPI/SBE 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 SBE 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 OSPI/SBE 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 OSPI/SBE. OSPI/SBE 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 OSPI/SBE 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 OSPI/SBE, 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-ShareAlike](#) license, version 4.0 or later, is 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 SBE, 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 SBE 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 SBE 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 SBE 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. Disputes. In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) OSPI/SBE shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) OSPI/SBE 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.

17. Duplicate Payment. OSPI/SBE 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.

18. 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.

19. 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 Agreement shall be deemed to exist or to bind any of the parties hereto.

20. 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 42.17.130 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 OSPI/SBE employees.

21. 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.

22. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless OSPI/SBE and all officials, agents, and employees of OSPI/SBE, 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 OSPI/SBE 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 OSPI/SBE 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 OSPI/SBE shall not be eliminated or reduced by any actual or alleged concurrent negligence by OSPI/SBE 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 - OSPI/SBE and its agents, employees, or officials.

23. 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 OSPI/SBE. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of OSPI/SBE 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.

24. 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 OSPI/SBE, 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 OSPI/SBE incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify SBE 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 OSPI/SBE by the Contractor pursuant to the indemnity may be deducted from any payments owed by OSPI/SBE to the Contractor for the performance of this contract.

b. **Proof of Insurance.** Certificates and or evidence satisfactory to OSPI/SBE confirming the existence, terms and conditions of all insurance required above shall be delivered to OSPI/SBE within five (5) days of the Contractor's receipt of Authorization to Proceed.

- c. **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 OSPI/SBE option. By requiring insurance herein, OSPI/SBE 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 OSPI/SBE 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.

- 25. 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.

- 26. Limitation of Authority.** Only OSPI/SBE or the OSPI/SBE'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 OSPI/SBE or the OSPI/SBE's delegate.

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

- 28. Overpayments.** Contractor shall refund to OSPI/SBE 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, OSPI/SBE may charge Contractor one percent (1%) per month on the amount due until paid in full.

- 29. Payments.** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the OSPI/SBE. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported invoice 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, and (2) Acceptance and certification by the SBE Contract Manager or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) All approvable invoices for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor and acceptance and certification by the SBE Contract Manager or designee, 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.

30. Public Disclosure. Contractor acknowledges that OSPI/SBE 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, OSPI/SBE shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, OSPI/SBE 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, OSPI/SBE will release the requested information on the date specified.

31. Publicity. The Contractor agrees to submit OSPI/SBE SBE all advertising and publicity matters relating to this Contract which in OSPI/SBE's judgment, OSPI/SBE'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 OSPI/SBE.

32. 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 (6) 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 OSPI/SBE, personnel duly authorized by OSPI/SBE, 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.

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. Right of Inspection. The Contractor shall provide right of access to its facilities to OSPI/SBE 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 OSPI/SBE. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

35. 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.

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

37. 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 OSPI/SBE. 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 OSPI/SBE 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, OSPI/SBE determines in its sole judgment that any subcontractor is incompetent, OSPI/SBE 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 OSPI/SBE 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 OSPI/SBE.

38. Subcontractor Payment Reporting. If a subcontractor is used to perform all or part of the services under this Contract under a separate contract with the Contractor, this Contract is subject to compliance tracking using the State's business diversity management system, [Access Equity](#) (B2Gnow). The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the [Access Equity Help Center](#). OSPI/SBE reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified woman and/or minority business (WMBE) or Non-WMBE. The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after OSPI/SBE creates the Contract Record.
- b. Complete the required user training (two (2) one- (1-) hour online sessions) no later than twenty (20) days after OSPI/SBE creates the Contract Record.
- c. Report the amount and date of all payments (i) received from OSPI/SBE, and (ii) paid to Subcontractors, no later than thirty (30) days, issuance of each payment made by OSPI/SBE to the Contractor, unless otherwise specified in writing by OSPI/SBE, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from OSPI/SBE or system-generated messages to check or provide information in Access Equity.

- e. Coordinate with Subcontractors, or OSPI/SBE, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or OSPI/SBE when necessary, to resolve promptly any discrepancies between reported and received payments.

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](#) 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 OSPI/SBE 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 OSPI/SBE 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, OSPI/SBE 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, OSPI/SBE 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 OSPI/SBE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, OSPI/SBE has the right to suspend or terminate this Contract. OSPI/SBE 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. OSPI/SBE 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 OSPI/SBE 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 OSPI/SBE 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 OSPI/SBE's discretion, OSPI/SBE may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. OSPI/SBE's discretion, OSPI/SBE may give written notice to Contractor to suspend performance when OSPI/SBE 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 OSPI/SBE 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 OSPI/SBE and an acceptable date cannot be negotiated, OSPI/SBE 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. OSPI/SBE 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. OSPI/SBE 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. OSPI/SBE 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 OSPI/SBE 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 OSPI/SBE, in addition to other rights provided in this contract, may require the Contractor to deliver to OSPI/SBE any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

OSPI/SBE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by OSPI/SBE and the amount agreed upon by the Contractor and OSPI/SBE 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 OSPI/SBE, and (d) the protection and preservation of the property, unless the termination is for default, in which case OSPI/SBE 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. OSPI/SBE may withhold from any amounts due to the Contractor such sum as OSPI/SBE determines to be necessary to protect OSPI/SBE against potential loss or liability.

The rights and remedies of OSPI/SBE 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 OSPI/SBE, 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 OSPI/SBE, in the manner, at the times, and to the extent directed by OSPI/SBE, all rights, title, and interest of the Contractor under the orders and subcontracts in which case OSPI/SBE 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 OSPI/SBE to the extent OSPI/SBE may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to OSPI/SBE and deliver, in the manner, at the times and to the extent as directed by OSPI/SBE, any property which, if the contract had been completed, would have been required to be furnished to OSPI/SBE;
- f. Complete performance of such part of the work not terminated by OSPI/SBE; and
- g. Take such action as may be necessary, or as OSPI/SBE may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of the Contractor and in which OSPI/SBE 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 OSPI/SBE shall vest in OSPI/SBE, 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, Professional Educators Standards Board"; and, (3) surrender property and title to OSPI/SBE without charge prior to settlement upon completion, termination or cancellation of this Agreement.

Any property of OSPI/SBE furnished to the Contractor shall, unless otherwise provided herein, or approved by OSPI/SBE, be used only for the performance of the contract.

The Contractor shall be responsible for any loss or damage to property of OSPI/SBE 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 OSPI/SBE 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

Evaluation Services for the Washington Mastery-Based Learning Collaborative

Aurora Institute Proposal to the Washington State Board of Education

1. Proposal Overview

The Aurora Institute proposes to expand and extend its ongoing evaluation services to support the Washington Mastery-Based Learning Collaborative (MBLC). The MBLC’s overarching goal is “to inform future policy by helping decision makers better understand what quality MBL looks like, how long it takes to implement, and what resources are necessary.”

The objectives of the initiative include:

- Establishment of a statewide infrastructure to provide needed professional development, policy, and communications support to enable school districts/schools to implement MBL.
- Demonstrate that schools can successfully implement MBL with student learning and assessments that are more authentic, engaging, and culturally connected and sustaining.
- Document the key steps that states, districts, and schools must take to transition to MBL successfully.
- Positively impact student engagement and progress toward learning goals.

This proposal provides an overview of the evaluation services to support the Washington MBLC. These services are intended to contribute to the identification of effective policies, practices, and system changes that can support the application of mastery-based learning programs throughout the Washington K-12 education system.

Aurora’s ongoing contract with SBE for the MBLC evaluation is for the first three years of the Cohort 1 schools, from November 2021 through June 2024. This proposal describes (1) an extension of that work for the fourth year of Cohort 1, from July 2024 through June 2025; and (2) an expansion for the first four years of a new group of MBLC schools, Cohort 2, from January 2024 through June 2027. The table below shows the relationship among cohorts, evaluation years, fiscal years, and dates.

| Fiscal Year | Cohort 1 Year | Cohort 2 Year | Dates |
|-------------|---------------|---------------|------------------|
| FY22 | Year 1 | | Nov 21 – Jun 22 |
| FY23 | Year 2 | | Jul 22 – Jun 23 |
| FY24 | Year 3 | Year 1 | Jul 23 – Jun 24* |
| FY25 | Year 4 | Year 2 | Jul 24 – Jun 25 |
| FY26 | | Year 3 | Jul 25 – Jun 26 |
| FY27 | | Year 4 | Jul 26 – Jun 27 |

*Cohort 2 is scheduled to begin in January 2024.

2. MBLC Theory of Action

A logic model for MBLC’s theory of action is shown below. Inputs include funding for the Mastery-Based Learning Collaborative; supports for the initiative from the Washington State Board of Education, the evaluation/consultation partner, and the professional learning providers; and resources from the national mastery-based learning ecosystem. Outputs of the initiative include activities of the school MBLC teams and the MBLC statewide community, deepening implementation of mastery-based learning, development of a statewide infrastructure to support mastery-based learning, and deliverables from the MBLC evaluation.

| Logic Model for Washington Mastery-Based Learning Collaborative | | |
|---|--|---|
| Inputs | Outputs | Outcomes |
| <ul style="list-style-type: none"> • MBLC Funding • Supports from Washington SBE, evaluation partner, and professional learning providers • Resources from national MBL ecosystem (e.g., writings, websites, convenings, webinars, micro-credentials) | <ul style="list-style-type: none"> • Activities of school MBLC teams • Activities of statewide MBLC community • Deepening MBL implementation • State-level support infrastructure • Evaluation deliverables | <ul style="list-style-type: none"> • Improved student academic performance, engagement, behavior, and habits of success • Improved equity of outcomes • Improved school climate and cultural responsiveness • Improved knowledge and policy climate for future expansion, innovation, and deepening MBL practice. |
| Context / External Factors <ul style="list-style-type: none"> • School and community willingness to participate in MBL transformation • Prior school progress on MBL and related innovations • Enabling school, district, state, and federal policy | | |

Based on these outputs, intended MBLC outcomes include improved student academic performance, engagement, behavior, and habits of success; improved equity of student outcomes; improved school climate and cultural responsiveness; and an improved knowledge and policy climate for future

expansion and deepening of mastery-based learning practice in Washington. Key contextual factors influencing this theory of action include the willingness and enthusiasm of each school and its community to participate in transformation to mastery-based learning, each school's prior progress on this transition and related innovations, and policies at the school, district, state, and federal level that enable transformation.

3. Evaluation

The purpose of the evaluation is to provide evidence relevant to the MBLC's goals and theory of action. The findings will inform future policy by helping decision makers better understand what quality mastery-based learning looks like, how long it takes to implement, and key activities and resources needed for states, districts, and schools to transition successfully.

Specifically, Aurora will evaluate the experiences of MBLC grantees to understand challenges and effective strategies and provide feedback to support the initiative in responding to implementation challenges and opportunities. The evaluation will also focus on early outcomes that set the conditions for academic achievement, such as student engagement and school climate, culture, and cultural responsiveness. The findings will address policy implications, including needed supports and barriers that must be removed to facilitate successful implementation of mastery-based learning.

The data collection activities will address the following questions, which may be further refined as mutually determined by SBE and Aurora during the evaluation planning process:

- What do evaluation participants (teachers, administrators, counselors, students, the State Board of Education, and the professional learning providers) report as the MBLC's benefits for schools?
- Was participation in the MBLC associated with changes in educator practice? Why or why not?
- What was the quality of implementation of MBL at the selected schools?
- What school conditions helped or impeded MBL implementation?
- To what extent did evaluation participants report that implementation of MBL had a positive impact on learning conditions such as student engagement and school climate, cultural responsiveness, and safety? Did this differ across ages, student demographics, or other relevant factors?
- What implementation practices or conditions contributed to the reported impacts or lack of impact?

Cohort 2 Evaluation Activities

This proposal includes evaluation activities for the first two years of Cohort 2 (FY24 and FY25), for which funding is already available, as well as for the third and fourth years of Cohort 2 (FY26 and FY27), based on SBE's anticipation that funding for FY26 and FY27 may become available later. If it is determined later

that FY26 and FY27 funding are unlikely to be obtained, the proposed FY25 activities should be reviewed and possibly modified by mutual agreement between Aurora and SBE.

The activities for the first three years of Cohort 2 are similar to those for the first three years of Cohort 1, two years of which have already been implemented. Data collection activities for the first three years of the Cohort 2 evaluation are summarized in the three tables below, followed by descriptions of the activities. Each table shows the evaluation topics that will be addressed by each data collection activity.

| Evaluation Topic | Data Collection Activities – Cohort 2, FY24 | | | | |
|---|---|-----------------------|------------------------------|---------------|-----------------------|
| | School Team Survey | School Team Interview | Observe Cohort PL Activities | SBE Interview | PL Provider Interview |
| Planning Activities | ✓ | ✓ | | ✓ | |
| Progress facilitators, challenges, and needs | ✓ | ✓ | | ✓ | ✓ |
| Professional learning experiences | ✓ | ✓ | ✓ | ✓ | ✓ |
| Enabling school, district, and state policies | ✓ | ✓ | | ✓ | ✓ |
| State structures and support activities | | ✓ | | ✓ | ✓ |

| Evaluation Topic | Data Collection Activities – Cohort 2, FY25 | | | | | | |
|---|---|--------------|-------------------|-----------------|---------------------------------------|---------------|----------------------|
| | Teacher Survey | Admin Survey | Teacher Interview | Admin Interview | Observe School & Cohort PL Activities | SBE Interview | PL Partner Interview |
| Attitudes/beliefs about MBL | ✓ | ✓ | | | | | |
| Changes to teaching/learning activities | ✓ | ✓ | ✓ | ✓ | | | |
| Changes to school structures and culture | ✓ | ✓ | ✓ | ✓ | | | |
| Progress facilitators and challenges | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ |
| Professional learning experiences | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Enabling school, district, and state policies | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ |
| State structures and support activities | ✓ | ✓ | | ✓ | | ✓ | ✓ |
| Changes to selected quantitative indicators | ✓ | ✓ | | | | | |

| Evaluation Topic | Data Collection Activities – Cohort 2, FY26 | | | | | | | | |
|---|---|--------------|-------------------|-----------------|----------------------|---------------------------------------|---------------|-----------------------|--|
| | Teacher Survey | Admin Survey | Teacher Interview | Admin Interview | Student Focus Groups | Observe School & Cohort PL Activities | SBE Interview | PL Provider Interview | |
| Attitudes/beliefs about MBL | ✓ | ✓ | | | ✓ | | | | |
| Changes to teaching/learning activities | ✓ | ✓ | ✓ | ✓ | ✓ | | | | |
| Changes to school structures and culture | ✓ | ✓ | ✓ | ✓ | ✓ | | | | |
| Progress facilitators and challenges | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | |
| Professional learning experiences | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | |
| Enabling school, district, and state policies | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | |
| State structures and support activities | ✓ | ✓ | | ✓ | | | ✓ | ✓ | |
| Changes to selected quantitative indicators | ✓ | ✓ | | | | | | | |

All surveys will be administered online using tools such as SurveyMonkey or Qualtrics. They will include closed-ended items to provide information that can be compared across roles and schools and provide quantitative indicators of change over time. They will also include a small number of open-ended items, enabling richer description and context for the closed-ended responses, while carefully managing the length of time required to complete the survey in order to increase response rates and respect time constraints.

Teacher and administrator interviews and student focus groups will be conducted in person when possible during annual evaluation school visits in FY25 and FY26. While there is a strong preference to conduct these interviews and focus groups in person, if participants are not available on the day that Aurora has scheduled to visit the school, any interviews or focus groups that could therefore not be conducted in person will be conducted via an online platform such as Zoom. The school team interviews in FY24 will take place via an online platform. All interviews, focus groups, and observations will be conducted using protocols developed in advance and administered flexibly to ensure the ability to focus on areas of particular interest and relevance to the evaluation.

Working with the MBLC team, the evaluation team will select six schools in FY24 for school team interviews and seven schools in each of FY25 and FY26 for school visits. This would mean that each school in the anticipated 20-school cohort would participate in a school team interview or a school visit once during the three-year period. During each school visit, Aurora will conduct two teacher interviews, one administrator interview, and, in FY26 only, one student focus group. Aurora will also observe MBL professional learning activities if they are taking place during school visits. School selection will emphasize diversity in terms of student population (demographics and grade levels), location type (urban, suburban, rural), and possibly other dimensions to be mutually determined by Aurora and SBE. Interviews and focus groups will last about 45 minutes, except where otherwise specified, and be recorded. The timing of the school visits will be mutually determined by SBE and Aurora.

All survey, interview, and focus group responses from school personnel and students will be collected consistent with necessary informed consent and data security procedures and approvals required by research regulations. Responses will be confidential and anonymized in reporting unless permission is obtained to share in a non-confidential manner.

The evaluation team assumes that any screening required for entering schools or conducting student focus groups (e.g., fingerprinting or background checks) can be completed by mail or email in advance of school visits, or at a single location if physical presence is required, rather than an in-person visit to each district being required in advance of the evaluation school visit.

School Team Survey – Each school team will complete a single survey, either collectively or by an appointed individual, by a date during FY24 to be determined during the evaluation planning period, but not later than the end of April 2024.

School Team Interview – The interview will be conducted with two MBLC school team members, to include one teacher and one school leader, to be completed by a date during FY24 to be determined during the evaluation planning period, but not later than the end of April 2024.

Teacher and Administrator Surveys – For Cohort 1, the first teacher and administrator surveys were administered in March 2023. The corresponding date for Cohort 2 would be March 2025. However, the first surveys are intended to capture a baseline, and the initiative is more advanced for Cohort 2 than it was for Cohort 1. It may therefore be advantageous to conduct the initial surveys earlier than March 2025. The date will be set by mutual agreement of Aurora and SBE but will take place no later than March 2025. The FY26 teacher and administrator surveys will be administered in March 2026.

These surveys will serve as key quantitative indicators of change over time during the grant period, with self-assessed changes in MBL attitudes, teaching/learning activities, school structures and culture, student engagement, and student progress toward learning goals. The surveys will also include additional topics, as indicated in the data collection activities tables. Aurora anticipates that administrator surveys will also include school guidance counselors, as they did for Cohort 1, at SBE's request.

Teacher and Administrator Interviews, Student Focus Groups – Interviews will take place in FY25 and FY26, and focus groups will take place in FY26, during school visits when possible, as described earlier. Interviews will be conducted with two teachers (separately) and one administrator. The administrator and one of the teachers will be members of the MBLC school team.

For the focus groups, Aurora and SBE will collaborate to determine a student recruitment and selection process that meets SBE's priorities for student participation. For example, SBE may ask schools to attempt to recruit students who are representative of the student body with regard to characteristics that SBE identifies. Schools will be responsible for ensuring that 4-6 students are available with signed parent permission forms (or informed consent forms for students of age 18 and older) on the day of the focus group. Aurora will provide permission forms and guidance to facilitate recruitment and selection (if more than six students are available on the day of the focus group).

MBLC Community and School Observations – Aurora will observe quarterly professional learning gatherings of the MBLC statewide community once during FY24 and twice during each of FY25 and FY26, either virtually or in-person. Aurora will observe MBL-related professional learning activities if they are taking place during school visits.

State and Professional Learning Provider Interviews – Interviews with representatives of the SBE and the professional learning providers will take place in the spring of each year of the evaluation, on a date to be mutually determined but not later than April. Interview length will be about 90 minutes. Interviews will take place in person if they can be scheduled during site visits and will otherwise be virtual. It is Aurora's understanding that the PL partners will continue to share the PL participation datasets that they have provided for the Cohort 1, Year 2 evaluation as a data source for addressing the evaluation questions.

Administration – Data collection will be completed by the end of March during each project year to enable reporting by the end of June, including formative feedback to inform the subsequent school year’s MBLC activities. Each school will be responsible for providing needed information, such as email addresses for survey administration, by specified dates to enable efficient administration of data collection activities. Completing participation in data collection activities such as surveys or interviews by dates specified with advance notice will be required for inclusion in data analyses. As shown in the project timeline table above, the evaluation plan will be developed over time in response to conditions of the initiative. Therefore, some data collection activities proposed here may change, to be mutually determined by SBE and Aurora.

The evaluation activities for Year 4 of Cohort 2 will parallel the activities for Year 4 of Cohort 1 that are described in the next section.

Cohort 1 Evaluation Activities

Aurora will extend its ongoing evaluation of Cohort 1, described in Contract 20220380 Attachment B, into a fourth year (FY25). As an indicator of scope for the purposes of this proposal, Aurora proposes to continue the Year 3 (FY24) activities into Year 4. These are the same activities and timeline described above for Cohort 2 in FY26 – in other words, an extension of the surveys, interviews, focus groups, and participation data to be used to address the evaluation questions.

However, Aurora and SBE recognize that the progress of the Cohort 1 schools during FY24, and the corresponding evaluation findings, may influence SBE’s evaluation priorities and therefore Aurora’s evaluation plan for FY25 and beyond. Any resulting changes to the evaluation questions and/or evaluation plan would be made by mutual agreement of SBE and Aurora. For example, some of the many possible alternative activities could include:

- Changing some of the topics to be addressed by the teacher and administrator surveys and/or interviews.
- Focusing in greater depth on selected schools rather than the entire cohort, based on their potential to reveal important lessons related to goals of the initiative.
- Conducting student surveys, school climate surveys, parent/family interviews, or key informant interviews.
- Beginning to build a database for a longitudinal study.

Also as an indicator of scope for the purposes of this proposal, Aurora proposes that the FY27 evaluation activities for Cohort 2 would match the FY25 evaluation activities for Cohort 1 just described. And, as just stated for Cohort 1, Aurora and SBE recognize that what is learned from the evaluation in FY24 through FY26 may influence SBE’s evaluation priorities and therefore Aurora’s evaluation plan for FY27. Any resulting changes to the evaluation questions and/or evaluation plan would be made by mutual agreement of SBE and Aurora.

Data Analysis

Quantitative and qualitative data collected as part of the evaluation will be analyzed to address the evaluation questions. Findings will be used formatively, to inform the implementation of the ongoing initiative and future state efforts to expand and improve mastery-based learning. Findings will also be used summatively, to address questions such as who participated in the initiative, what their activities were, and what changes took place during the initiative in quantitative indicators such as attitudes toward mastery-based learning, teaching and learning activities, school structures and climate, student engagement, and student progress toward learning goals. These analyses will support identification of lessons for statewide implementation of effective mastery-based learning strategies.

Quantitative analysis will be conducted using standard statistical tools such as SPSS. Descriptive statistics will be used to summarize data collected in response to evaluation questions, including changes in quantitative indicators during the initiative to serve as comparative data. A decision about the utility of conducting inferential analyses, such as paired-sample t-tests, to assess the statistical significance of observed changes, will be made mutually by SBE and Aurora as part of the evaluation planning and implementation process. Qualitative analysis will be conducted using standard tools such as NVivo and Excel. Interviews will be used to develop field notes, which will be analyzed through multiple readings and coding of key themes to provide rich description of participant perspectives in relation to the evaluation questions.

4. Deliverables, Payments, and Budget Narrative

At the end of each quarter, Aurora will submit a quarterly progress report, interim report, or final report, with dates shown in the Schedule of Payments table below. The interim and final reports are due by the last business day of June. Separate reports may be submitted for Cohort 1 and Cohort 2. Each report will summarize activities and findings from analyses completed during that quarter. Each report will also reference additional deliverables created during that quarter, as described in this proposal, such as data collection instruments. Deliverables will be written in accessible language and meet ADA accessibility requirements. The payments shown in the table are in addition to the amounts from SBE's prior MBLC evaluation contract with Aurora for FY22 to FY24 (Contract 20220380 Attachment B).

Fees cover:

- Project staffing by Eliot Levine, Ph.D., Research Director of the Aurora Institute, through July 2024; a new Research Director to be hired; and a Research Associate, to be hired as an Aurora consultant or employee.
- Travel for the on-site activities described in the proposal.
- Technology tools for data collection and analysis, as described in the proposal.
- Other support, including support for layout and design of deliverables, facilities, and administration.

| Schedule of Payments | | |
|-----------------------------|---------------------------|------------------|
| Deliverable | Estimated Due Date | Fee |
| FY24 Q3 Progress Report | 3.31.24 | \$82,500 |
| FY24 Q4 Interim Report | 6.28.24 | \$82,500 |
| FY25 Q1 Progress Report | 9.30.24 | \$61,875 |
| FY25 Q2 Progress Report | 12.31.24 | \$61,875 |
| FY25 Q3 Progress Report | 3.31.25 | \$61,875 |
| FY25 Q4 Interim Report | 6.30.25 | \$61,875 |
| FY26 Q1 Progress Report | 9.30.25 | \$46,000 |
| FY26 Q2 Progress Report | 12.31.25 | \$46,000 |
| FY26 Q3 Progress Report | 3.31.26 | \$46,000 |
| FY26 Q4 Interim Report | 6.30.26 | \$46,000 |
| FY27 Q1 Progress Report | 9.30.26 | \$38,000 |
| FY27 Q2 Progress Report | 12.31.26 | \$38,000 |
| FY27 Q3 Progress Report | 3.31.27 | \$38,000 |
| FY27 Q4 Final Report | 6.30.27 | \$38,000 |
| Total | | \$748,500 |

5. Organizational Capacity

Founded in 2003, Aurora is a nonprofit, mission-driven organization working with leaders and educators in next generation, student-centered learning models. The mission of the Aurora Institute is to drive the transformation of education systems and accelerate the advancement of breakthrough policies and practices to ensure high-quality learning for all. We envision a world where all students, especially those who have been historically underserved, attain the knowledge, skills, and dispositions necessary to achieve long-term success, contribute to their communities, and advance society.

Aurora’s theory of action advances innovation and continuous improvement across K-12 education. We conduct research and evaluation to identify, document, and highlight best practices for education innovations and personalized, competency-based education. We work with practitioners and policymakers to enable approaches that ensure all students develop mastery of the highest competencies to reach their full potential.

Aurora has developed more than 100 research-based reports related to student-centered, personalized, and competency-based education, as well as more than 2,000 blog posts on our *CompetencyWorks* (practice-focused) and *Education Domain* (policy-focused) blogs. Most recently, Aurora’s [MBLC Evaluation Year 2 Report](#) was posted on the Washington State Board of Education website. The organization also hosts the annual Aurora Institute Symposium, the field’s largest gathering of education innovators who are working in schools, districts, and statehouses to transform the future of teaching and learning in K-12 education.

Eliot Levine, Aurora’s Research Director, has extensive experience managing and conducting the evaluations of state and local education initiatives. Since 2021, he has led the evaluation of the first cohort of the Mastery-Based Learning Collaborative. At the University of Massachusetts Donahue Institute, where he worked for nine years as a senior research manager in the Applied Research and Program Evaluation group, his team evaluated the New England Secondary School Consortium, a collaboration among six state departments of education, school districts, and professional learning providers to drive competency-based policy and practice innovations. He also led the mixed-methods evaluations of the multi-year, statewide Massachusetts High School Graduation Initiative and Massachusetts Race to the Top College and Career Readiness Initiatives. Levine’s evaluation of the deeply student-centered Met School in Rhode Island, completed during a postdoctoral fellowship in program evaluation at the Harvard Graduate School of Education, was named a “best book for school reform” by the Gates Foundation. He also worked for seven years as a teacher in competency-based public high schools affiliated with the Big Picture Learning and EL Education networks.

Contact Information

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