

Sole Source Notification

Professional Learning for Mastery-Based Learning Collaborative

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 fifteen (15) 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: 918-38: Education and Training Consulting; 924-05: Advisory Services, Educational; 924-16: Course Development Services, Instructional/Training; 924-19: Educational Research Services; 924-35: In-Service Training (For Employees); 924-60: Not-For-Credit Classes, Seminars, Workshops, etc.; 924-64: Partnering Workshop Facilitation Services; 924-78: Teaching and Instruction Services (Including Elementary and Secondary Education, Higher Education and Adult Education).

The State Board of Education (SBE) intends to award a \$2,816,204 sole source contract to Great Schools Partnership, Inc. for the period of July 2024, through June 30, 2027.

The purpose of this contract is continuation of professional learning and related materials and services to Mastery-Based Learning Collaborative (MBLC) educators which will not only help them implement Mastery-Based Learning (MBL) at their schools, but also inform State Board of Education (SBE) policy development.

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 July 30, 2024.**

Capability statements must address the following state requirements:

- Demonstrated success in providing large scale, sustained, intensive, online and in-person professional learning that prepares educators to understand and implement [Culturally Responsive-Sustaining \(CRS\) Mastery-based Learning \(MBL\)](#). In this context, large scale means simultaneously providing professional learning to at least 10 schools in a unified cohort with demographic characteristics comparable to those of schools in Washington's Mastery-Based Learning Collaborative. [See school/district lists](#). This professional learning must include: (1) online and in-person coaching at individual schools, (2) in-person all-day professional learning events convening all schools, and (3) online professional learning communities and webinars convening all schools.



Washington Office of Superintendent of
PUBLIC INSTRUCTION

- Demonstrated success supporting school teams of multiple teachers and at least one school leader to implement CRS MBL at their schools, based on their unique local context.
- Demonstrated success creating student performance assessments that engage students and promote CRS MBL aligned with state learning standards.
- Demonstrated success creating an electronic resource suite (e.g. materials and tools) that equip schools to implement CRS MBL school-wide.
- Demonstrated success working with state agencies to effectively implement CRS MBL systems

In the absence of other qualified sources, and pending approval by the Department of Enterprise Services, it is OSPI's intent to make a sole source award of the contract mentioned above to Great Schools Partnership, Inc.

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?*
 If implemented well, Mastery-Based Learning has great potential to benefit students across the state. Educators need effective professional learning and related services and materials to help them implement MBL effectively, and SBE needs information about what effective implementation looks like, in order to make wise policy decisions.

Recognizing these needs, the legislature included a proviso (Section 502(2)) in the 2023-2025 operating budget for the State Board of Education (SBE) to fund work, including educator professional learning, related to mastery-based learning at school district demonstration sites (i.e. schools or districts), which comprise the MBLC:

"\$1,779,000 of the elementary and secondary school emergency relief III account—federal appropriation, \$280,000 of the general fund—state appropriation for fiscal year 2024, and \$4,808,000 of the general fund—state appropriation for fiscal year 2025 are

provided 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."

The 2021-2023 operating budget contained an analogous clause, so in spring 2022 SBE initiated a Mastery-Based Learning Collaborative (MBLC) of schools desiring professional learning to help them implement culturally responsive-sustaining mastery-based learning (CRS MBL).

To find qualified CRS MBL professional learning providers, SBE issued a Request for Proposals (RFP 2022-20) in fall 2021. Six proposals were received from prospective bidders nationwide, and Great Schools Partnership was one of two vendors selected to provide CRS MBL professional learning to MBLC schools through June 30, 2024.

The 2023-2025 state budget included sufficient funding to extend the duration of the MBLC through June 30, 2025, and SBE anticipates sufficient legislative support to extend the project through June 30, 2027.

To be effective, professional learning must be intensive and sustained. The proposed contract will fulfill the need to continue this important statewide work without a significant interruption in service.

Sole Source Criteria

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

Great Schools Partnership (GSP) has extensive experience and expertise in providing professional learning and technical assistance on mastery-based learning for educators and policy makers in multiple states working at various levels, including schools, school districts, and state education departments. In particular, GSP staff have successfully provided online and in person professional learning on culturally responsive-sustaining mastery-based teaching and learning to educators, including teachers and educational leaders.

Furthermore, GSP has provided professional learning to Mastery-Based Learning Collaborative (MBLC) schools since the Collaborative's inception in 2022, under a competitively awarded contract, which expired June 30, 2024. During that time, GSP built relationships and trust with the schools it served. Schools understand and appreciate GSP's approach and methods, and have valued GSP's coaching time so much that they've requested more. The project involves providing MBLC schools with sustained, intensive, online and in-person professional learning that prepares educators to understand and implement mastery-based learning in a culturally responsive-sustaining way. This work includes supporting school teams in mastery-based learning implementation and creating electronic resources (e.g. materials and tools) that equip schools to implement mastery-based learning school-wide.

GSP's MBLC project lead is a veteran educator and school coach and highly skilled project manager, who will be continuing her project lead role on the MBLC project. She has extensive experience working closely with the SBE and GSP team coaches to coordinate coaching, facilitate professional learning, and plan events.

She has spent 17 years as a public school educator and curriculum leader. During her teaching career she was awarded a Bob Costas Grant for the Teaching of Writing, was a state finalist for the Maine Teacher of the Year Award, and was named the University of New Hampshire Teacher Mentor of the Year. She also taught for over a decade in the University of New Hampshire Literacy Institutes, offering graduate-level training in nature- and project-based learning and literacy. As a school and district coach, she has worked with school districts in Maine, Vermont, Connecticut, New Hampshire, Texas, Illinois, New Jersey, Massachusetts, and Washington on areas such as culturally responsive and equitable community engagement, audits of curriculum for equity and cultural responsiveness, building equity literacy across a school district, and building culturally responsive-sustaining mastery-based systems of teaching and learning. In addition to leading the Washington MBLC project, she also has led a portrait of a graduate articulation and implementation process in two of the largest school districts in New England. Her certificate in project management has been invaluable in this project and many others.

Other GSP staff assigned to the project have years of experience teaching and leading in mastery-based schools, with specific expertise and experience in:

- Leading educator professional learning offered statewide and across regions.
- Building networks of educators across regions and hosting virtual and in person events to facilitate sharing of ideas and building momentum.
- Supporting schools engaged in mastery-based learning implementation and educational equity in more than a dozen states including ME, NH, VT, RI, CT, MA, WV, NJ, MD, IL, FL, CO, CA.
- In-person and virtual instructional and leadership coaching, including coaching in leadership and culturally responsive teaching.

- Leaders' community of practice facilitation to support educational leaders as they plan for and implement culturally responsive, mastery-based systems
- Virtual learning and website development, including user accessibility and engagement, as well as new software and plugins developed to make virtual learning more interactive.
- Leading affinity spaces for educators of color.
- Coaching schools and districts in building positive school culture to improve student outcomes and staff retention efforts.
- School design and redesign around policies, practices, and structures that support student-centered, culturally responsive, mastery-based approaches to teaching and learning.
- Educating in a variety of contexts, including designing and facilitating learning for students taking courses in high school math and science, early college design.
- *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.*
SBE considered existing staff's capacity and determined that no current staff have the expertise required to provide professional learning in this subject area. Moreover, all staff are fully committed to other work.

SBE previously developed familiarity with organizations interested in providing this kind of professional learning work via a competitive RFP process, which brought in six proposals from across the country. Of these, we funded two through June 30, 2024: Great Schools Partnership and New Learning Collaborative. Since their experience serving MBLC schools would greatly enhance the strength of new proposals from these two contractors relative to new proposals from anyone else, SBE determined it is reasonable to conclude that running a new RFP would not yield a different result. New Learning Collaborative does not wish to continue, leaving Great Schools Partnership as sole source provider.

SBE asked the MBLC project's independent third-party evaluator, a national leader in mastery-based learning familiar with professional learning providers in the field, whether they recommended continuing to engage Great Schools Partnership for the work rather than switching providers. They recommended that SBE continue, based on several factors, including:

- a. Positive feedback from staff at MBLC schools who have ongoing coaching relationships with Great Schools Partnership staff.

- b. In order to avoid disruption to these coaching relationships as well as the extensive foundation and infrastructure of the MBLC network. Trust and trust-building are essential when schools are taking the risks of making transformative shifts, and GSP appears to have built this trust with many MBLC schools.
 - c. To avoid weakening the claims the SBE can make about the MBLC's efficacy, due to significant changes in service providers and, potentially, implementation quality (as referenced in b).
 - d. The third-party evaluator's awareness of the outstanding work in mastery-based learning that GSP has done with other schools, districts, and states for many years.
- *As part of the market research, include a list of statewide contracts review and/or businesses contacted, 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.*
Prior to issuing RFP 2022-20, SBE consulted with members of the state's mastery-based learning workgroup and faculty from colleges of education at Washington's public institutions of higher education. This consultation did not lead to any governmental entity with the appropriate expertise and capacity. SBE has subsequently convened a mastery-based-learning core consulting group, consisting of educators, state agency staff, and community members from across the state. Though this group indicated that it would be good to build in-state capacity, it did not identify any governmental resources able to do the work contemplated under the proposed contract.

When considering continuation of this work, New Learning Collaborative (the second contractor awarded from RFP 2022-20), indicated they did not wish to continue this work beyond their scheduled contract end date of June 30, 2024, leaving Great Schools Partnership as sole source provider.

- *Per the Supplier Diversity Policy, DES-090-06: was this purchase included in the agency's forecasted needs report?*
No.
- *Describe what targeted industry outreach was completed to locate small and/or veteran-owned businesses to meet the agency's need.*
Great Schools Partnership's WEBS profile indicates they are majority female staffed: 7% African American Female, 11% Latino/ Hispanic American Female, and 48% All Other Female, with 4% Latino/ Hispanic American Male, and 4% Multi-Racial Male personnel. However, as a 501(c)(3) nonprofit corporation, they are unable to formally register with OMWBE.

An Office of Minority & Women's Business Enterprises directory search yielded no other potential providers.

- *What considerations were given to unbundling the goods and/or services in this contract, which would provide opportunities for Washington small, diverse, and/or veteran-owned businesses. Provide a summary of your agency's unbundling analysis for this contract.*
Breaking the work into smaller components, such as separating out professional learning activities from materials development, would lead to inefficiencies and lack of continuity between the work provided by various component contractors.
- *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 conduct of a statewide professional learning project intended to inform policy development on culturally responsive-sustaining implementation of mastery-based learning depends on a very high level of expertise in mastery-based learning and culturally responsive-sustaining education. Great Schools Partnership has been in business since December 2008 as a Section 501(c)(3) nonprofit organization, and is nationally recognized for its expertise.

Moreover, GSP has been providing professional learning to MBLC schools and districts on behalf of SBE under a competitively awarded contract for over two years--so no SBE staff time will be spent bringing GSP up to speed on this project. Other professional learning providers would need significantly more management by SBE staff (i.e. would have a much higher learning curve regarding what Washington state defines as culturally responsive mastery-based learning, 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 360 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 the state least \$23,000, which is saved by execution of the proposed contract.

In addition, contracting with GSP mitigates the risk that a new contractor would cause a significant interruption in service to MBLC schools and cost extra effort on the part of school staff. GSP has built trusting relationships with the MBLC schools it has served, and schools have become familiar with GSP's approach and materials. Relationship building and bringing a new provider up to speed on what schools have learned and how they are using materials would take at least 960 hours (40 schools x 24 hours/school) of school staff effort (across all schools), costing the state an estimated \$96,000, which is saved by execution of the proposed contract.

Contracting with GSP also reduces the risk that SBE will be unable to carry out its charge under 2024 ESSB 5950 Section 502(2). Furthermore, it reduces the risk that Mastery-based Learning policy decisions made by SBE will omit key elements as a

result of information gaps due to interruption of professional learning service and/or changes in the nature of professional learning service. Those risks are difficult to quantify but could have a significant impact on Washington educators and their students.

- *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.
- *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.*

Without the contract, SBE would be unable to effectively carry out SB 5950's legislative intent, for the following reasons:

First, schools that have been working with Great Schools Partnership under the previous contract would need to spend considerable staff time and energy in developing new relationships and understanding new material. At a minimum, there would be a significant interruption in service while SBE tried to find a new provider. At worst, SBE would be unable to find a provider able to offer statewide virtual and in person professional learning with the focus, approach, and scale we are looking for, meaning SBE would need to terminate the project.

This would not only impact MBLC educators' ability to offer their students the benefits of culturally responsive-sustaining mastery-based learning, but also the project evaluator's timetable, meaning that SBE would be unable to use 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.

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.*

Great Schools Partnership's fiscal year 2025 coaching rate for this project is \$1,350 per day, which is less than the \$1,430-\$1,595 GSP generally charges for coaching on similar projects. For example, in another state contract, GSP's daily rate is \$1,500/day for coaching in that state's approach to mastery-based learning. The rate increases about 3% per year for fiscal years 2026 and 2027 to account for general inflation.

Though the proposed contract is performance-based rather than cost-reimbursement, GSP has provided assurance that indirect costs included in their daily rate represent less than 10% of the total contract cost. This is consistent with OSPI's Contracts Indirect Costs Policy, which allows indirect rates of up to 10% for state-funded contracts with nonprofit organizations.

GSP has also provided assurance that it has maintained the cost structure it used when it applied for and won a competitive contract under RFP 2022-20, except that fees increased in alignment with inflation.

Though there are no DES master contracts directly related to this work, DES master contract 1620 (business consulting services) contains some similar work elements, and has an average NTE rate of \$283/hour. GSP will devote 3.45 FTE staff for this project, which is equivalent to an average hourly rate over the life of the contract of about \$135-\$150/hour (depending on how one takes vacation and sick leave into account), which is significantly less than the NTE rate for DES statewide contract 1620.

Finally, a web search of educational consultant rates yielded a range of \$50/hour-\$400/hour, and GSP's equivalent hourly rate is in the lower half of that range.

Attachment 2 – Proposed Draft Sole Source Contract

See next page

CONTRACT FOR SERVICES
Contract No. 20250171

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

GREAT SCHOOLS PARTNERSHIP, INC., DBA GSP
(hereinafter referred to as Contractor)
482 Congress Street, STE 500
Portland, ME 04101

Federal Identification #26-3834610
Unified Business Identifier #604-915-665

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:

To continue providing professional learning and related materials and services to Mastery-Based Learning Collaborative (MBLC) educators that will not only help them implement Mastery-Based Learning (MBL) at their schools but also inform SBE policy development.

B. In order to accomplish the general objective of this Contract, Contractor shall perform the following specific duties to the satisfaction of the Contract Manager:

Contractor shall perform the duties outlined in Attachment B, Contractor's Mastery-Based Learning Collaborative Proposal Dated 6/7/24, and any subsequent amendments as identified in Section VI: Incorporation of Attachments and Order of Precedence.

C. The Contractor shall produce deliverables by the dates indicated in Attachment B – Contractor's Mastery-Based Learning Collaborative Proposal.

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.

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:

July 31, 2024, date of approval by DES, or date of execution, whichever is later, through June 30, 2027.

Fiscal Year 2025: Contract commencement, through June 30, 2025

Fiscal Year 2026: July 1, 2025, through June 30, 2026

Fiscal Year 2027: 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 two million eight hundred sixteen thousand two hundred four dollars (\$2,816,204) as noted below in part B, Schedule of Payments. Of this amount, \$926,798 is for fiscal year 2025, \$905,378 is for fiscal year 2026, and \$984,028 is for fiscal year 2027. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

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

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 in Attachment B.

The invoices shall include the Contract number, and document to the Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the 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 Contract Manager will notify the Contractor. In order to receive payment, it shall be the responsibility of the Contractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify the Contract Manager.

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

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 – Contractor's Mastery-Based Learning Collaborative Proposal Dated 6/7/24
- 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.

Great Schools Partnership, Inc.

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

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

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

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

d. **Public Liability Insurance.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by OSPI/SBE, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

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

e. **Additional Insured.** The State of Washington, State Board of Education, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. OSPI/SBE may waive this requirement at its discretion. Policies and certificates of insurance shall include the contract reference number.

f. **Proof of Insurance.** Certificates and or evidence satisfactory to 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.

g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at 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. Nondiscrimination.

- a. **Nondiscrimination Requirement.** During the term of this Contract, the Contractor, including any subcontractor, shall comply with all the federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to OSPI/SBE. Accordingly, on the bases enumerated at RCW 49.60.530(3), 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. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, OSPI/SBE may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until OSPI/SBE receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), OSPI/SBE may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. OSPI/SBE shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe OSPI/SBE for default under this provision.

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.



**GREAT
SCHOOLS
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Attachment B
Mastery-Based Learning Collaborative Proposal Dated 6/7/24

Contact Person:
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Company Information

Staff Qualifications/Experience and Effort

Every member of the GSP team has been involved in efforts to implement mastery-based, culturally responsive education in K-12 schools and districts across the country. While we make every effort to ensure consistency of staffing, staff on this project may change year to year and due to unforeseen circumstances, changes in personnel, or changes in contract. All coaches on the Mastery-Based Learning Collaborative (MBLC) project will have demonstrated knowledge and experience in CRSE and MBL implementation. Time dedicated to this project is the equivalent of 3.25 FTE for coaches including co-project leads, as well as .1 FTE for a project associate and .1 FTE for a managing director.

Clyde Cole (Senior Associate) has worked with schools across Washington, New Jersey, and New York State providing coaching in leadership and culturally responsive teaching and diversity, equity, and inclusion. Clyde has trained and coached emerging leaders (teacher-

leaders), aspiring principals, principals, and principal supervisors in urban school systems around the country. He was an adjunct professor at the City University of New York teaching educational leadership, school building leadership, organizational leadership, and education policy. He also taught at Long Island University in the NYC Teaching Fellows Program. As a returning MBLC coach, Clyde brings deep knowledge of CRS MBL as evidenced by his guidance in the leader's community of practice and various book studies he has led with school-based MBLC teams.

Kate Gardoqui (project lead), a veteran educator and school coach, and highly skilled project manager, will be continuing the project lead role on the MBLC project. Kate will work closely with the SBE and GSP team coaches to coordinate coaching, facilitate professional learning, and plan events. Kate will also strategize and lead planning with the other GSP coaches on this contract. Kate has spent 17 years as a public school educator and curriculum leader. During her teaching career she was awarded the 2007 Bob Costas Grant for the Teaching of Writing, was a state finalist for the 2011 Maine Teacher of the Year Award, and was named the University of New Hampshire Teacher Mentor of the Year in 2014. Kate also taught for over a decade in the University of New Hampshire Literacy Institutes, offering graduate-level training in nature- and project-based learning and literacy. As a school and district coach, she has worked with school districts in Maine, Vermont, Connecticut, New Hampshire, Texas, Illinois, New Jersey, Massachusetts, and Washington on areas such as culturally responsive and equitable community engagement, audits of curriculum for equity and cultural responsiveness, building equity literacy across a school district, and building culturally responsive-sustaining mastery-based systems of teaching and learning.

Emily Gilmore (Senior Associate) is an experienced coach who has been with the Great Schools Partnership for two years providing coaching in mastery-based, culturally responsive practices to schools across New England. She also brings recent classroom teaching and leading experience, having planned, taught, and developed interdisciplinary units and assessments in proficiency-based systems in two high schools in Vermont. As a teacher, Emily was selected as a [Rowland fellow](#), a prestigious honor awarded to educators in Vermont who are innovative, collaborative, willing to lead, and committed to making a difference for students. This fellowship allowed Emily to study and implement personalized, culturally responsive, proficiency-based learning centering student voice in her classroom and to share those practices with other educators across Vermont. Her deep expertise in SEL and trauma-informed practices and her practical classroom-proven examples will bring a highly sought set of tools and experiences to this MBLC team.

Gwen Merrick (Project Specialist) provides technical expertise and insight regarding virtual learning and website development. Gwen routinely updates and teaches staff new software and plugins that have been developed to make virtual learning more and more interactive. Staff meet routinely with Gwen to pull technology insights from her to meet their demanding ideas on how to best engage participants from across the country in various GSP events. In addition, she plays a pivotal role in the refinement of all GSP resources ensuring user accessibility and engagement.

Amanda Nguyen (Director of Coaching) has most recently joined the Washington team in efforts to design performance-based pathways for English and Math. She has been an educator in a variety of contexts, designing and facilitating learning for students taking courses in high school math and science, early college design thinking, pre-service educator preparation, college-level career readiness, and adult education literacy, math, and computer skills. She also has led in-service educator professional learning across the state of Maine and currently facilitates a

regional collaborative of educational leaders in southern Maine. Amanda also has a deep understanding and appreciation for the CRS MBL work happening in Washington. Having just joined the team last December, Amanda has formed relationships with MBLC schools she is coaching and played a significant role in facilitating completion of the performance pathways tools and resources.

Melanie Shivraj (Senior Associate) has recently joined the Washington team. With a background in instructional coaching, Melanie excels in developing and implementing performance assessments that drive student success and engagement. Having trained in culturally responsive teaching, coordinated restorative practices in high school spaces, and participated in CRS Science Education as a SEED Fellow, Melanie has prioritized equity efforts in all of her work. Her expertise extends to equitable grading practices, Next Generation Science Standards (NGSS), curriculum writing, cultural proficiency, and DEI initiatives. Melanie's passion for equity goes beyond the classroom as she actively seeks opportunities to make systemic changes aimed at closing opportunity gaps. She believes in addressing issues at a systemic level to create lasting impact and foster inclusive learning environments for all students.

Katie Thompson (Managing Director of Learning and Strategy) is a former high school science teacher, senior associate, and coaching director at GSP. Katie began as the project lead on the MBLC project and has supported schools engaged in mastery-based learning implementation and educational equity across seven states. She has worked with state agencies of education and managed large-scale projects, as well as worked with small rural districts. Katie led GSP efforts to implement virtual coaching support, bringing together GSP staff as a research and design team to develop strategies previously unknown and unused. She is highly respected from the classroom to the state house for her wisdom and insight and will work closely with the project leads and State Board of Education to ensure thoughtful implementation of CRS-MBL across schools in Washington.

Technical Proposal

Outcomes and Performance Measurement

Short-Term Outcomes:

- 1) Increased understanding among MBLC principals about the structures, conditions, and knowledge necessary to implement and sustain CRS-MBL (Culturally Responsive and Sustaining Mastery-Based Learning) and its impact on school culture, teacher practices, student learning approaches, and student outcomes
- 2) Increased capacity of MBLC educators to understand and implement CRS MBL to foster a sense of belonging and collaboration among students and teachers
- 3) Increased knowledge and capacity of school teams (including building administrators, teachers, students, and parents) at each MBLC school to lead and sustain CRS MBL instructional and assessment practices

Medium-Term Outcomes:

- 4) Adoption of resources that enable MBLC Schools, and Friends of the MBLC schools to implement culturally responsive and sustaining mastery-based learning
- 5) Increased policy understanding by educators, community members, and school, district, and state policy makers regarding what quality MBL looks like, how long it takes to implement, and what resources are necessary to support successful implementation
- 6) Increased implementation of CRS MBL instructional strategies, assessment practices, and data use in classrooms to personalize learning
- 7) Increased student engagement in classroom environment as a result of CRS MBL practices, including how students engage in learning and demonstrate mastery

Long-Term Outcomes (outside scope of this contract):

- 8) Increased numbers of involved schools
- 9) Adoption of aligned state policy
- 10) Improved student achievement

Approach

We will structure this next phase of the Mastery Based Learning Collaborative to build capacity and phase in additional schools, ensuring this project scales up across the state of Washington.

In the 2024-2025 school year, Cohort 1 will begin a gradual release from intense coaching support, reducing in person visits to one for the year. Cohort 2 will receive two in person visits. Both cohorts 1 and 2 will receive all other professional learning options, including participation in the community gatherings.

In the 2025-2026 school year, Cohort 1 coaching support will phase out. Cohort 1 schools will still have the option to join professional learning options. Cohort 2 will continue with intense coaching support with monthly virtual coaching sessions and two in person coaching visits. In the fall of 2025, we will begin to review applications for Cohort 3 schools. Cohort 3 will onboard in Spring of 2026, following a similar process to Cohort 2. Cohort 3 school teams will complete the MBLC self-assessment and receive virtual coaching support in reviewing their data and drafting their work plan through the Spring of 2026. Cohort 3 schools will also receive one visit in January through June of 2026.

In the 2026-2027 school year, Cohort 2 schools will begin a gradual release from intense coaching support, reducing in person visits to one for the year. Cohort 3 will receive two in person visits. Both cohorts 2 and 3 will receive all other professional learning options, including participation in the community gatherings and monthly virtual coaching support. Cohort 1 schools will have the option to participate in professional learning options.

Described in more detail below, another part of this scale-up strategy is the implementation of an MBLC fellows program. This will ensure that capacity has been built within schools across Washington to sustain the work of the MBLC.

Work Plan

Target Area 1: Learning Opportunities

As members of the Mastery-Based Learning Collaborative, educators will have access to a variety of learning experiences, including but not limited to: community gatherings, summer institutes, monthly professional learning sessions, and the opportunity to join the MBLC Fellows Program.

Community Gatherings

At GSP we strongly believe in the power of networking and community building as a means to spread innovation, and so we propose continuing to intentionally bring cohort 1 and cohort 2 schools together in person throughout the year each year. Community gatherings will happen in person in the fall and spring, allowing teams to travel without weather concerns to collaborative meetings around the state. Community gatherings will last 6 hours for each in person event.

Summer Institutes

Funds have also been included to invite guest educators to present at the summer institute. The summer institute will continue to be held in August over two days. We are excited to once again visit Green River College in August of 2024, a site with a wonderful outdoor campus where we have gathered before. We plan to continue to host the summer institute in August of 2025 and August of 2026. Summer institutes will last 6 hours for each of the two days.

MBLC Monthly Meetings

Upon reflection of the first few years of the project, we have observed that educators and school leaders have struggled to keep track of and attend all of the different types of learning experiences that we have offered - PLCs, LCOPs, webinars, and gatherings. As professional learning providers, we have also found it somewhat difficult to differentiate these experiences in order to address the differing levels of expertise and readiness among schools in the MBLC. In order to address these challenges and respond to feedback from members of the collaborative, we propose a revised approach to PD during the 2025-2027 contract: MBLC Monthly Meetings (see Table 1.1).

Table 1.1 Monthly Meeting Outline

MBLC Monthly Meetings	Sep	Oct	Nov	Jan	Feb	March	May	June Celebration
Webinar 30 min (everyone attends together)	Step One: build shared commitment foster ongoing collaboration	In Person Fall Gathering and School Visitation	Step Three: Using Scoring Criteria In CRS practice	Next Steps: Designing responsive systems of reteaching & support	Next Steps: Culturally Responsive unit design	Next Steps: Youth centered school culture	In Person Spring Gathering	Large and small group sharing

1 hour LCOP -all MBLC team members welcome	Administrators and members of the MBLC teams will meet to share dilemmas, successes and questions, and will discuss how to share the learning from this month's webinar with their school (led by GSP staff with MBLC Fellows)	
1 hour PLC - classroom practice	Classroom educators will meet to share dilemmas, successes and questions, and will discuss how to bring the learning from this month's webinar into their classrooms (led by GSP staff with MBLC Fellows)	
1 hour PLC - school culture & community engagement	Classroom educators, school leaders, support staff and others will meet to share dilemmas, successes and questions, and will discuss how to use the learning from this month's webinar in their work of shaping the school culture and building equitable community engagement (led by GSP staff with MBLC Fellows)	

In September, November, January, February, March, and June there will be a virtual MBLC Monthly Meeting via Zoom. Each meeting will begin with a 30-minute recorded webinar that will be attended by all MBLC members. This will enable us to ensure that we are sending consistent messages and sharing the same content across the collaborative.

As soon as the webinar concludes, people will be invited to choose between three breakouts - a Leaders Community Of Practice that will be open to admin and MBLC team members, a PLC focused on classroom practice, and a PLC focused on school culture & community engagement. In these professional learning spaces, participants will discuss the content they just saw in the webinar, engage in PLC protocols focusing on dilemmas, feedback and successes, and plan specific next steps for their schools. These groups may be further divided into spaces for schools that are just starting the work, and schools that are more advanced. Schools will be able to send people to different breakouts, and individuals will be able to choose different breakouts each month. Each breakout will be run by 1-2 GSP staff with support from MBLC fellows.

The benefit we see of this model is that the professional learning will be simplified for schools; they will attend just two kinds of events: monthly meetings and community gatherings. It will provide more coherence, as all MBLC teams will follow each webinar by immediately discussing how to implement the ideas that were just shared. Culturally responsive-sustaining mastery-based learning will be the foundation for each learning opportunity. The plan for content is for each session to be aligned to one of the steps in designing and implementing a CRS-MBL system. Breakout spaces (LCOP, PLCs) will encourage community building, as schools interact as learning partners. Providing these networking spaces will allow opportunities for educators across schools to share the resources they are developing and tools they are using as they build their CRS-MBL systems.

MBLC Fellows Program

One of the goals of this phase of the project is to ensure sustainability across the 40+ Cohort I and Cohort II schools. In an effort to accelerate capacity building within schools in the MBLC, we are incorporating an MBLC Fellows Program beginning in the fall of 2024. This fellowship

would be open to MBLC educators who are eager to learn collaboratively about CRS-MBL practices and structures, build skills in facilitation and professional learning, and share widely with colleagues in their own school system and across the MBLC. Throughout the year, these fellows will partner with GSP coaches to facilitate strand meetings, share their learning, and co-create products with other MBLC educators for future schools to utilize in their transition to CRS MBL. No more than twenty fellows will be selected for participation in 24-25, up to twenty in 25-26, and up to twenty in 26-27. Selected fellows will receive a stipend of up to \$2000, payable upon satisfactory engagement in MBLC Fellows events, to include serving as a technical assistance resource to MBLC schools and contribution to MBLC resources (as determined by SBE and GSP). Building this capacity in staff within MBLC schools will allow this project to scale more rapidly and reach more students across Washington.

MBLC BIPOC Affinity Group

An addition to the professional learning support this year will be an MBLC BIPOC Affinity Group. Our team is specifically recommending a racial affinity group for educators of color in the MBLC because such groups can provide participants support to survive the racial isolation that exists in many schools and institutions. Establishing racial affinity groups is one way to address the specific challenges that educators of color face because of national systemic racism and contribute to retaining educators of color across MBLC schools. The MBLC BIPOC Affinity Group will meet virtually five times a year.

MBLC Intervisitations

Cohort I and Cohort II schools will have one opportunity for intervisitation in each year. GSP will plan and host one intervisitation in Washington State for MBLC educators during the 24-25 school year, one during the 2025-26 school year, and one during the 2026-27 school year. In addition, we will support the SBE to plan additional intervisitations by supporting development of an agenda for the intervisitation and developing/suggesting materials for participants to use while onsite. While not included in the budget in this contract, we also hope to work with SBE to coordinate with New Learning Collaborative to schedule a trip to visit schools in New York City's Competency Collaborative each spring. The New York City visit will need to be incorporated into a follow up contract with New Learning Collaborative.

MBLC Alumni

After a cohort ends, educators will continue to receive emails about events offered in the MBLC and tools and resources will continue to be accessible. Such educators are eligible to participate in professional learning activities offered to the MBLC cohort schools if space is available. MBLC Fellows from previous cohorts will also be included in cohort events in future years.

MBLC Friends

Friends of the MBLC may participate in MBLC professional learning activities if space is available. GSP will collaborate with SBE and any contractors hired by SBE to provide friends programming.

Target Area 2: School Coaching Support

Cohort 1 schools will receive continued support via 1.5 hours of virtual coaching each month. Virtual coaching sessions will usually take an hour or less, and may involve the school leader, MBLC point person, and/or the entire MBLC team. Additional coaching time and support will be delivered via email, phone, additional meetings, and resource generation. When coaching sessions are unable to happen due to scheduling, coaching will be provided via email, with coaches providing resources, feedback, and supporting implementation of MBLC practices. GSP coaches will also have one in-person visit to Cohort 1 schools during the 2024-2025 school year. This visit will likely happen in the winter months, however, may also happen in conjunction with a fall or spring visit if it best meets the needs of the Cohort 1 school or travel requirements of the coach. The current plan has Cohort 1 schools phasing out at the end of June 2025. While Cohort 1 schools will phase out of direct coaching support, they will continue to have the option to join virtual professional learning and register for community gatherings in future years.

Cohort 2 schools will also receive support via 1.5 hours of virtual coaching each month. In most cases, this coaching will be delivered through a 1-hour coaching meeting and then follow-up with resources or tools through email; sometimes, additional follow-up meetings will be scheduled. Realizing that Cohort 2 will need additional support as they are folded into the collaborative, we have planned for two in-person visits to Cohort 2 schools throughout the year. The current plan allows for this same structure of support to exist for cohort 2 schools through June of 2026. In the 2026-27 school year, Cohort 2 will begin a gradual release of coaching support, receiving only one in person visit.

Up to twenty Cohort 3 schools will be selected in Fall of 2025 and begin receiving coaching support in Spring of 2026, once coaching for Cohort 1 has phased out. Cohort 3 schools will receive monthly virtual coaching and two in person coaching visits during the 2026-2027 school year.

Target Area 3: Project Management

Given that the Great Schools Partnership will be fully taking on the project management role this year (as opposed to partnering with NLC), we see the benefit of maintaining a co-project lead structure. A co-lead structure will help provide continuity and ensure both Cohort 1 and Cohort 2 schools are well attended to. We have built in two project managers, who will work closely in partnership with one another and the SBE to collaborate on the planning and facilitation of the MBLC.

The co-project leads on this project will meet weekly (sometimes individually, sometimes together) with SBE to coordinate this project; some of these meetings may also include staff from PESB and OSPI, and additional GSP coaches as needed. GSP project leads will also coordinate bi-weekly one hour meetings in which coaches and SBE discuss highlights, areas of concern, and overall progress on Cohort 1 and 2 schools. Coaches will report out to the SBE and Aurora evaluators about coaching activities by entering coaching information for each school into the collection form after every coaching interaction in a timely manner (at least monthly). GSP will also continue providing an annual report to SBE, using a mutually agreed upon format.

The project leads will also meet with GSP coaches on a regular basis to coordinate coaching, strategize around dilemmas, create resources, and plan events.

In addition, our senior leadership will continue to be a thought partner and resource to our project leads and the SBE throughout this contract.

Target Area 4: Tools and Resources

A part of this project that has continued to grow is our MBL Community Site. We will continue to update the website with recordings and resources for educators, as well as maintain our events page and MBL Community calendar. Recordings of each monthly webinar, along with resources from LCOPs and PLCs will be made available via this site. In addition, Target Area 4 includes stipends for guest speakers, which we plan to pull into community gatherings, summer institute, and strand professional learning sessions as needed. Finally, a part of the project that will shift this year will be the MBL Newsletter. The newsletter will be created, formatted, and distributed by the SBE. GSP will provide support by producing one newsletter item for each issue, focusing either on a school spotlight or a larger piece of content, along with the Embie Elsie Q+A section. Prior to the contract's end date, all such materials will be transferred to SBE for future public sharing. SBE will assume responsibility for maintaining public access.

Cost Proposal

Year 1 Schedule of Deliverables and Fees July 2024 - June 2025		
Deliverable	Date Due	Fee
Target Area 1: Learning Opportunities		
25.1.1 Summer Institute for up to 250 participants (in person; 2 x 6-hour days, includes guest educators, event space, personnel time on site and time preparing for event, registration management, participant materials, and travel)	August 30, 2024	\$88,762
25.1.2 Sept. / Nov. Professional Learning (90 min virtual meetings Sept. '24 and Nov. '24) for up to 300 participants	November 30, 2024	\$9,338
25.1.3 Fall Community Gathering (in person) for up to 250 participants (in person; 6-hour event, includes guest educators, event space, personnel time on site	November 30, 2024	\$50,141

and time preparing for event, registration management, and participant materials)		
25.1.4 MBLC BIPOC Affinity Space (2 x 1.5 hour virtual meetings Fall '24)	December 31, 2024	\$4,882
25.1.5 MBLC Fellows Fall Professional Learning (2 virtual 1.5 hour sessions for up to 20 educators, including personnel time connecting with fellows and preparation for sessions)	December 31, 2024	\$5,122
25.1.6 Jan / Feb / March Professional Learning (90 min virtual meetings Jan. '25 - Mar. '25) for up to 300 participants	March 30, 2025	\$14,008
25.1.7 Spring Community Gathering (in person) for up to 250 participants (in person; 6-hour event, includes guest educators, event space, personnel time on site and time preparing for event, registration management, participant materials)	May 30, 2025	\$50,141
25.1.8 MBLC BIPOC Affinity Space (3 x 1.5 hour virtual meetings Spring '25)	June 30, 2025	\$7,323
25.1.9 Intervisitation (date TBD) One intervisitation to an MBLC school in Washington, including registration, hosting, planning and working lunch for up to 20 participants	June 30, 2025	\$4,111
25.1.10 June Professional Learning (90 min virtual meeting for up to 300 participants)	June 30, 2025	\$5,227
25.1.11 MBLC Fellows Spring Professional Learning (3 virtual 1.5 hour sessions for up to 20 educators, including personnel time connecting with fellows and preparation for sessions)	June 30, 2025	\$7,683
25.1.12 MBLC Fellows Program \$2000 stipend x up to 20 teachers, to be paid out to schools of MBLC fellows by June 30, 2025	June 30, 2025	\$2,000 or other mutually agreed on amount per Fellow, up to \$40,000
	Target Area 1 Subtotal	\$286,738

Target Area 2: School Coaching Support		
25.2.1 Cohort 1 + Cohort 2 Virtual Coaching – 1.5 hours of virtual coaching per month for 40 schools Coaching time estimated for cohort 1+2 schools = 2 days per school (combination of virtual coaching and prep/planning)	December 31, 2024	\$109,620
25.2.2 Cohort 1 + Cohort 2 Virtual Coaching – 1.5 hours of virtual coaching per month for 40 schools Coaching time estimated for cohort 1+2 schools = 2 days per school (combination of virtual coaching and prep/planning) -	June 30, 2025	\$109,620
25.2.3 One Cohort 2 in-person visit (Fall) for 21 schools (includes personnel time on site, preparation, and travel not already included in fall gathering fees) Coaching time estimated for cohort 2 fall visits = 2.75 days / school including onsite coaching time and prep/planning) (Note: If it ends up that one of the five coaches does not make this trip, this amount will decrease)	November 30, 2024	\$92,834
25.2.4 One Cohort 1 in person visit for 19 schools Coaching time estimated for cohort 1 schools = 2.75 days per school (Note: If it ends up that one of the five coaches does not make this trip, this amount will decrease)	March 30, 2025	\$85,298
25.2.5 One Cohort 2 in person visit (spring) to 21 schools Coaching time estimated for cohort 2 spring visits = 2.75 days / school including onsite coaching time and prep/planning) (Note: If it ends up that one of the five coaches does not make this trip, this amount will decrease)	May 31, 2025	\$92,834
	Target Area 2 Subtotal	\$490,206
Target Area 3: Project Management		
25.3.1 Weekly SBE Meetings (and OSPI, PESB as needed)	a. October 30, 2024 b. January 30, 2025 c. March 30, 2025 d. June 30, 2025	\$6,109 \$6,109 \$6,109 \$6,109

25.3.2 Biweekly Coaching Meetings w/SBE	a. October 30, 2024 b. January 30, 2025 c. March 30, 2025 d. June 30, 2025	\$9,535 \$9,535 \$9,535 \$9,535
25.3.3 Weekly coaching team meetings and project management meetings	a. October 30, 2024 b. January 30, 2025 c. March 30, 2025 d. June 30, 2025	\$15,529 \$15,529 \$15,529 \$15,529
	Target Area 3 Subtotal	\$124,692
Target Area 4: Tools & Resources		
25.4.1 Website	a. December 31, 2024 b. June 30, 2025	\$1,802 \$1,802
25.4.2 Tool Development and Finalization.	a. December 31, 2024 b. June 30, 2025	\$5,785 \$5,785
25.4.3 Zoom Recordings	a. December 31, 2024 b. June 30, 2025	\$781 \$781
25.4.4 Guest Speakers, presenters at summer institute and other events, billed as needed up to June 30, 2025	June 30, 2025	\$5,686
25.4.5 MBLC Newsletter Content Support (SBE will compose (with content provided by GSP) and distribute newsletter)	a. December 31, 2024 b. June 30, 2025	\$1,370 \$1,370
	Target Area 4 Subtotal	\$25,162

Target Area	Subtotals
Target Area 1: Learning Opportunities	\$286,738
Target Area 2: School Coaching Support	\$490,206
Target Area 3: Project Management	\$124,692
Target Area 4: Tools + Resources	\$25,162
Year 1 Total	\$926,798

Year 2 Schedule of Deliverables and Fees July 2025 - June 2026		
Deliverable	Date Due	Fee
Target Area 1: Learning Opportunities		
26.1.1 Summer Institute for up to 250 participants from cohorts 2 and 3 (in person; 2 x 6-hour days, includes guest educators, event space, personnel time on site and time preparing for event, registration management, participant materials, and travel)	August 30, 2025	\$91,076
26.1.2 Sept. / Nov. Professional Learning (90 min virtual meetings Sept. '25 and Nov. '25) for up to 300 participants	November 30, 2025	\$9,618
26.1.3 Fall Community Gathering (in person) for up to 250 participants (in person; 6-hour event, includes guest educators, event space, personnel time on site and time preparing for event, registration management, and participant materials)	November 30, 2025	\$51,219
26.1.4 MBLC BIPOC Affinity Space (2 x 1.5 hour virtual meetings Fall '25)	December 31, 2025	\$5,029
26.1.5 MBLC Fellows Fall Professional Learning (2 virtual 1.5 hour sessions for up to 20 educators, including personnel time connecting with fellows and preparation for sessions)	December 31, 2025	\$6,586
26.1.6 Jan / Feb / March Professional Learning (90 min virtual meetings Jan. '26 - Mar. '26 for up to 300 participants)	March 30, 2025	\$14,427
26.1.7 Spring Community Gathering (in person) for up to 250 participants (in person; 6-hour event, includes guest educators, event space, personnel time on site and time preparing for event, registration	May 30, 2026	\$51,219

management, and participant materials)		
26.1.8 MBLC BIPOC Affinity Space (3 x 1.5 hour virtual meetings Spring '26)	June 30, 2026	\$7,543
26.1.9 Intervisitation (date TBD) One intervisitation to an MBLC school in Washington, including registration, hosting, planning and working lunch for up to 20 participants	June 30, 2026	\$4,234
26.1.10 June Professional Learning (90 min virtual meeting for up to 300 participants)	June 30, 2025	\$5,384
26.1.11 MBLC Fellows Spring Professional Learning (3 virtual 1.5 hour sessions for up to 20 educators, including personnel time connecting with fellows and preparation for sessions)	June 30, 2026	\$6,586
26.1.12 MBLC Fellows Program \$2000 stipend x up to 20 teachers, to be paid out to schools of MBLC Fellows by June 30, 2026	June 30, 2026	\$2,000 or other mutually agreed on amount per Fellow, up to \$40,000
	Target Area 1 Subtotal	\$292,921
Target Area 2: School Coaching Support		
26.2.1 Cohort 2 Virtual Coaching – 1.5 hours of virtual coaching per month (Fall) for 21 schools Coaching time estimated for cohort 2 schools = 2 days per school (combination of virtual coaching and prep/planning)	December 31, 2025	\$59,277
26.2.2 Cohort 2 Virtual Coaching – 1.5 hours of virtual coaching per month (Spring) for 21 schools Coaching time estimated for cohort 2 schools = 2 days per school (combination of virtual coaching and prep/planning)	June 30, 2026	\$59,277
26.2.3 One Cohort 2 in-person visit (Fall) for 21 schools Coaching time estimated for cohort 2 fall visits = 2.75 days / school including onsite coaching time and prep/planning) (Note: If it ends up that one of the five coaches does not	November 30, 2025	\$95,727

make this trip, this amount will decrease)		
26.2.4 One Cohort 2 in person visit (Spring) for 21 schools Coaching time estimated for cohort 2 spring visits = 2.75 days / school including onsite coaching time and prep/planning) (Note: If it ends up that one of the five coaches does not make this trip, this amount will decrease)	May 31, 2026	\$95,727
26.2.5 One Cohort 3 in person visit (Spring) for 20 schools Coaching time estimated for cohort 3 spring visits = 2.75 days / school including onsite coaching time and prep/planning) (Note: If it ends up that one of the five coaches does not make this trip, this amount will decrease)	May 31, 2026	\$91,846
26.2.6 Cohort 3 Virtual Coaching – 1.5 hours of virtual coaching per month (Spring) for 20 schools Coaching time estimated for cohort 3 schools = 2 days per school (combination of virtual coaching and prep/planning)	June 30, 2026	\$56,454
	Target Area 2 Subtotal	\$458,308
Target Area 3: Project Management		
26.3.1 Weekly SBE Meetings (and OSPI, PESB as needed)	a. October 30, 2025 b. January 30, 2026 c. March 30, 2026 d. June 30, 2026	\$6,292 \$6,292 \$6,292 \$6,292
26.3.2 Coaching Meetings w/SBE	a. October 30, 2025 b. January 30, 2026 c. March 30, 2026 d. June 30, 2026	\$9,821 \$9,821 \$9,821 \$9,821
26.3.3 Coach Team Meetings (prep, plan, facilitate)	a. October 30, 2025 b. January 30, 2026 c. March 30, 2026 d. June 30, 2026	\$15,996 \$15,995 \$15,995 \$15,995

	Target Area 3 Subtotal	\$128,433
Target Area 4: Tools & Resources		
26.4.1 Website	a. December 31, 2025 b. June 30, 2025	\$1,856 \$1,856
26.4.2 Tool Development and Finalization	a. December 31, 2025 b. June 30, 2025	\$5,959 \$5,959
26.4.3 Zoom Recordings	a. December 31, 2025 b. June 30, 2026	\$790 \$790
26.4.4 Guest Speakers, billed as needed up to June 30, 2026	June 30, 2026	\$5,684
26.4.5 MBLC Newsletter Content Support (SBE will compose (with content provided by GSP) and distribute newsletter)	a. December 31, 2025 b. June 30, 2026	\$1,411 \$1,411
	Target Area 4 Subtotal	\$25,716

Target Area	Subtotals
Target Area 1: Learning Opportunities	\$292,921
Target Area 2: School Coaching Support	\$458,308
Target Area 3: Project Management	\$128,433
Target Area 4: Tools + Resources	\$25,716
Year 2 Total	\$905,378

Year 3 Schedule of Deliverables and Fees July 2026 - June 2027		
Deliverable	Date Due	Fee

Target Area 1: Learning Opportunities		
27.1.1 Summer Institute for up to 250 participants (in person; 2 x 6-hour days, includes guest educators, event space, personnel time on site and time preparing for event, registration management, participant materials, and travel)	August 30, 2026	\$93,608
27.1.2 Sept. / Nov. Professional Learning (2 x 90 min virtual meetings Sept. '26 and Nov. '26) for up to 300 participants	November 30, 2026	\$9,910
27.1.3 Fall Community Gathering (in person) for up to 250 participants (in person; 6-hour event, includes guest educators, event space, personnel time on site and time preparing for event, registration management, participant materials, and travel)	November 30, 2026	\$52,342
27.1.4 MBLC BIPOC Affinity Space (2 x 1.5 hour virtual meetings Fall '26)	December 30, 2026	\$5,182
27.1.5 MBLC Fellows Fall Professional Learning (2 virtual 1.5 hour sessions for up to 20 educators, including personnel time connecting with fellows and preparation for sessions)	December 31, 2026	\$6,777
27.1.6 Jan / Feb / March Professional Learning (3 x 90 min virtual meetings Jan. '27 - Mar. '27)	March 30, 2027	\$14,865
27.1.7 Spring Community Gathering (in person) for up to 250 participants (in person; 6-hour event, includes guest educators, event space, personnel time on site and time preparing for event, registration management, participant materials, and travel)	May 30, 2027	\$52,342
27.1.8 MBLC BIPOC Affinity Space (3 x 1.5 hour virtual meetings Spring '27)	June 30, 2027	\$7,771
27.1.9 Intervisitation (date TBD) One intervisitation to an MBLC school in Washington, including registration, hosting, planning and working lunch	June 30, 2027	\$4,363

for up to 20 participants		
26.1.10 June Professional Learning (90 min virtual meeting June '27)	June 30, 2027	\$5,547
27.1.11 MBLC Fellows Spring Professional Learning (3 virtual 1.5 hour sessions for up to 20 educators, including personnel time connecting with fellows and preparation for sessions)	June 30, 2027	\$6,777
27.1.12 MBLC Fellows Program \$2000 stipend x up to 20 teachers, to be paid out to schools of MBLC Fellows by June 30, 2027	June 30, 2027	\$2,000 or other mutually agreed on amount per Fellow, up to \$40,000
	Target Area 1 Subtotal	\$299,484
Target Area 2: School Coaching Support		
27.2.1 Cohort 2 + Cohort 3 Virtual Coaching – 1.5 hours of virtual coaching per month for 41 schools Coaching time estimated for cohort 2+3 schools = 2 days per school (combination of virtual coaching and prep/planning)	December 31, 2026	\$119,269
27.2.2 Cohort 2 + Cohort 3 Virtual Coaching – 1.5 hours of virtual coaching per month for 41 schools Coaching time estimated for cohort 2+3 schools = 2 days per school (combination of virtual coaching and prep/planning)	June 30, 2027	\$119,269
27.2.3 One Cohort 3 in-person visit (Fall) for 20 schools Coaching time estimated for cohort 3 fall visits = 2.75 days / school including onsite coaching time and prep/planning) (Note: If it ends up that one of the five coaches does not make this trip, this amount will decrease)	November 30, 2026	\$94,460
27.2.4 One Cohort 2 in-person visit (Winter) for 21 schools	March 30, 2027	\$98,459

<p>Coaching time estimated for cohort 2 winter visits = 2.75 days / school including onsite coaching time and prep/planning) (Note: If it ends up that one of the five coaches does not make this trip, this amount will decrease)</p>		
<p>27.2.5 One Cohort 3 in person visit (spring) for 20 schools Coaching time estimated for cohort 3 spring visits = 2.75 days / school including onsite coaching time and prep/planning) (Note: If it ends up that one of the five coaches does not make this trip, this amount will decrease)</p>	June 30, 2027	\$94,460
	Target Area 2 Subtotal	\$525,917
Target Area 3: Project Management		
27.3.1 Weekly SBE Meetings (and OSPI, PESB as needed)	a. October 30, 2026 b. January 30, 2027 c. March 30, 2027 d. June 30, 2027	\$6,483 \$6,483 \$6,483 \$6,483
27.3.2 Coaching Meetings w/SBE	a. October 30, 2026 b. January 30, 2027 c. March 30, 2027 d. June 30, 2027	\$10,120 \$10,119 \$10,119 \$10,119
27.3.3 Coach Team Meetings (prep, plan, facilitate)	a. October 30, 2026 b. January 30, 2027 c. March 30, 2027 d. June 30, 2027	\$16,481 \$16,481 \$16,481 \$16,481
	Target Area 3 Subtotal	\$132,333
Target Area 4: Tools & Resources		
27.4.1 Website	a. December 31, 2026 b. June 30, 2027	\$1,912 \$1,912
27.4.2 Tool Development and Finalization	a. December 31, 2026	\$6,139 \$6,139

	b. June 30, 2027	
27.4.3 Zoom Recordings	a. December 31, 2026 b. June 30, 2027	\$799 \$799
27.4.4 Guest Speakers, billed as needed up to June 30, 2027	June 30, 2027	\$5,684
27.4.5 MBLC Newsletter Content Support (SBE will compose (with content provided by GSP) and distribute newsletter)	a. December 31, 2026 b. June 30, 2027	\$1,455 \$1,455
	Target Area 4 Subtotal	\$26,294

Target Area	Subtotals
Target Area 1: Learning Opportunities	\$299,484
Target Area 2: School Coaching Support	\$525,917
Target Area 3: Project Management	\$132,333
Target Area 4: Tools + Resources	\$26,294
Year 3 Total	\$984,028

Budget by Year	Subtotals
FY 2025	\$926,798
FY 2026	\$905,378
FY 2027	\$984,028
3-Year Budget Total	\$2,816,204

Fees for deliverables with costs to GSP that vary depending on the number of participating schools or educators will be pro-rated in a mutually agreeable way at SBE's request.