

Sole Source Notification

WaKIDS Teaching Strategies Gold®

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: 924-16: Course Development Services, Instructional/Training; 924-35: In-Service Training (For Employees); 924-40: Instructor-led, Classroom Training (Technical); 924-41: Instructor-led, Classroom Training (Non-Technical); 924-77: Teacher Certification Services; 924-78: Teaching and Instruction Services (Including Elementary and Secondary Education, Higher Education and Adult Education).

The proposed Contractor is also registered in the following commodity codes, but they have intentionally omitted from the WEBS posting because they are outside the scope of this particular contract: 715-89: Textbooks, Early Childhood; 785-44: Displays, Educational: Kits, Models, Plaques, etc.; 785-53: Educational Games and Toys, All Types Incl. Assembly Kits; 924-80: Tutoring.

The Office of Superintendent of Public Instruction (OSPI) intends to award a \$3,690,910 sole source contract to UTJ Holdco, Inc. DBA Teaching Strategies, LLC for the period of July 2025, through June 30, 2028.

The purpose of this contract is to gain access to the assessment tool *SmartTeach® GOLD®* (hereinafter referred to as GOLD®), which Washington teachers use to document the levels of kindergarteners' skills when entering school.

The Contractor will also provide technical assistance to regional Washington WaKIDS Coordinators, OSPI staff, and/or other participants so they are able to support Washington teachers and school administrators related to the assessment tool.

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 21, 2025.**

Capability statements must address the following state requirements:



Washington Office of Superintendent of
PUBLIC INSTRUCTION

- Ability to provide state-wide instrument for measuring kindergarten readiness, using the Teaching Strategies *GOLD*® platform.
- Ability to provide technical assistance to OSPI staff and regional Educational Service District WaKIDS Coordinators regarding use of the platform.
- Ability to provide implementation support for teachers statewide using the assessment tool.
- Ability to process student-level data from the Teaching Strategies *GOLD*® platform.

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 UTJ Holdco, Inc. DBA Teaching Strategies, LLC.

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?*
Beginning in the 2007-08 school year, RCW 28A.150.315 allocated funding for all-day kindergarten programs within Washington schools. Beginning with the 2011-12 school year on a voluntary basis, schools were required to identify the skills, knowledge, and characteristics of kindergarten students at the beginning of the school year in order to support social-emotional, physical, and cognitive growth and development of individual children; support early learning provider and parent involvement; and inform instruction. To do this, kindergarten teachers administered the Washington kindergarten inventory of developing skills (WaKIDS). The program evolved beginning in the 2012-13 school year, under the direction of RCW 28A.655.080 to require participating schools to administer the Washington kindergarten inventory of developing skills at the beginning of the school year to all students enrolled in state-funded full-day kindergarten programs under RCW 28A.150.315, with the exceptions.

In 2023, RCW 28A.300.072 defined and clarified the program as the “Transition to kindergarten program,” with the goal of assisting eligible children in need of additional preparation to be successful kindergarten students in the following school year.

RCW 28A.300.072 (3)(b) requires that the Washington kindergarten inventory of developing skills as established by RCW 28A.655.080 be administered to all eligible children enrolled in a transition to kindergarten program at the beginning of the child's enrollment in the program and at least one more time during the school year.

As required by RCW 28A.150.315, kindergarten teachers must implement an assessment/inventory of developing skills. This is an observational-based assessment that requires teachers to observe children in action in six areas of development and learning. Previously, teachers were embedding this into daily instruction with one-time training required, and the assessments were being conducted with minimal guidance. Teachers expressed discontent with having to manage aligning the assessment to their curriculum, embedding into their set schedules, and creating developmentally appropriate, child-centered choice time amongst their other curricular and district requirements.

Sole Source Criteria

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

In 2011, after a competitive process and subsequent pilot phase, OSPI selected Teaching Strategies' GOLD® as the assessment tool to be used in Washington for the whole-child assessment. The whole-child assessment helps kindergarten teachers learn about the skills and strengths of the children in their classrooms so they can meet the needs of each child. The tool helps teachers take an inventory of each child's developing skills in six areas including social-emotional, physical, cognitive, language, literacy, and mathematics. Teaching Strategies' comprehensive assessment solutions for early childhood education programs are based on the latest research, are proven valid and reliable, and are fully aligned with the Common Core State Standards (adopted by Washington in 2010), state early learning guidelines, and The Head Start Child Development and Early Learning Framework.

Teaching Strategies has been an advocate for the early education community for more than 30 years. Grounded in 38 research-based objectives for development and learning, GOLD® supports effective teaching and assessment, while allowing teachers to spend more time with children. Accessed through MyTeachingStrategies™, GOLD® automatically links teaching and assessment, making it easier to connect the dots across the most important aspects of high-quality early childhood education.

Since 2011, OSPI has contracted with Teaching Strategies to gain access to the tool and resources. As a result, OSPI has trained more than 12,787 teachers since 2011. As part of this work, Washington adopted the upgraded version of GOLD® with developmental continuum from birth through 3rd grade for mandatory use in state-funded full-day kindergarten classrooms, which school districts use to support all kindergarten students' growth with updated reports and functionality.

- *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.*

In 2011, OSPI issued an RFP that stipulated we would pilot multiple assessment tools, then choose one that we would enter into a long-term contract with. Eleven vendors responded to the solicitation, and after review of preliminary submittals of prospective instruments, the pool of qualified vendors was reduced three. (Two of the three vendors opted into the pilot phase; the third withdrew.) After the pilot phase, based on feedback from teachers regarding the functionality of the instruments, and feedback from others affiliated with the students (parents, teachers, etc.) regarding the ease and completeness of the testing processes, OSPI selected Teaching Strategies' GOLD® as the assessment tool to be used in Washington for the whole-child assessment. Since then, over 8,000 teachers have been trained to use this tool. Based on the state's long-term relationship with Teaching Strategies, the impact on school districts and teachers who have already been trained, and our partnership with the Department of Children, Youth, and Families, and due to the fact that Teaching Strategies' GOLD® is a registered trademark, continuing this work with Teaching Strategies is the most appropriate method.

- *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.*

No outreach or market research was conducted because Teaching Strategies' GOLD® is a registered trademark and cannot be sold or utilized by another entity.

- *Per the Supplier Diversity Policy, DES-090-06: was this purchase included in the agency's forecasted needs report?*

[Yes.](#)

- Describe what targeted industry outreach was completed to locate small and/or veteran-owned businesses to meet the agency's need.*

No outreach was conducted to locate Washington small, and/or veteran-owned businesses because Teaching Strategies' GOLD® is a registered trademark and cannot be sold or utilized by another entity.
- 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.*

No outreach was conducted to locate Washington small, diverse, and/or veteran-owned businesses because Teaching Strategies' GOLD® is a registered trademark and cannot be sold or utilized by another entity. Additionally, unbundling the goods and services would be impractical because it is vital that one vendor provides 1) access to the tool, 2) technical assistance and training related to the tool, and 3) continued implementation and support of the tool.
- 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).*

OSPI has invested over 14 years of work in our partnership with Teaching Strategies to get access to a customized tool that has been used to train 12,787 teachers. Since its inception in 2011, OSPI has invested over \$8.1M in this project, so continuing with this contractor is vital. The impact on OSPI and school districts, the learning curve, timeline, and cost for a new contractor to create and maintain, and provide training on, a similar would be substantial and far-reaching. Therefore, OSPI concluded that Teaching Strategies is the least risky and costly choice.
- Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.*

Yes. Teaching Strategies' GOLD® is a registered trademark, certified for use in the field of early childhood education, by the United States Patent and Trademark Office. OSPI has negotiated permission to use GOLD® and quote proprietary information in open-source licensed products published by OSPI. OSPI has invested significant time and resources to move the WaKIDS trainings to an online learning management system and to update and republish these documents.
- 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.*

OSPI has partnered with Teaching Strategies since 2011 to customize and utilize GOLD® for WaKIDS to meet specific needs of the field and the overall state program for establishing a measure of kindergarten readiness.

If this contract is not approved, OSPI would be forced to re-procure an assessment tool and re-train more than 9,700 active GOLD users to use a different online assessment tool and rewrite products that were developed over the past 14 years. This would be extremely costly (not all of which would be quantified in dollars and cents) for OSPI and districts that have invested significant time and money to train their staff with financial and staffing barriers. Moving away from Teaching Strategies' platform would require establishing a new state-wide instrument for measuring kindergarten readiness that would involve wholesale training of educators, incorporation of new instrument technology, and processing of resulting student-level data.

Furthermore, the longitudinal data collected over this time, which has been incorporated into numerous outcomes measures, including Results Washington, would be rendered moot. This assessment tool is also being used in concert with the Department of Children, Youth, and Families (DCYF), whose Director has established a school-readiness goal based on the data collected. OSPI and DCYF would be limited in their research and collaboration to support a learning continuum for children from birth through third grade to address the opportunity gap. Changing the tool will impact both sectors.

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.*

OSPI and the Contractor held multiple conversations with respect to services, new program designs, and state-specific enhancements supporting deliverables. All elements contributed to the eventual pricing of the new contract. Taking into account the additional enhancements and services, adjusted for inflation, contribute to the per student rate. When compared to other assessments for the state (Smarter Balanced and WIDA, for example), the contract costs were deemed fair and reasonable. By comparison, the last contract for these services was valued at \$3,854,365, while this one is \$3,690,910.

The basis of pricing for this contract based on a per student/per service rate. Access to GOLD® will be at a per student rate of \$13.45 (a \$1.10 increase from the previous contract period), which includes archival of student results at no additional cost. This

accounts for 78,495 students per year. Delivery of professional development sessions to newly assigned and returning regional coordinators will be at a rate of \$3,575. Access to technical support for newly assigned and returning regional WaKIDS Coordinators and OSPI staff is based on a rate of \$1,595. Sales tax account for the remaining cost.

Attachment 2 – Proposed Draft Sole Source Contract

See next page

CONTRACT FOR SERVICES
Contract No. 20250792

between

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

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

and

**UTJ HOLDCO, INC.
DBA TEACHING STRATEGIES, LLC**

(hereinafter referred to as Contractor)
80 M Street, SE, Suite 1010
Washington, DC 20003

Employer Identification #37-1660007
Unified Business Identifier #603-029-792

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

I. DUTIES OF THE CONTRACTOR

I.A. General Objective. The general objectives of this Contract are as follows:

1. Provide access to the assessment tool *SmartTeach*® *GOLD*® (hereinafter referred to as *GOLD*®), which teachers use to document the levels of kindergarteners' skills when entering school.
2. Provide technical assistance to regional Washington WaKIDS Coordinators, OSPI staff, and/or other participants as determined and mutually agreed to, so they are able to support Washington teachers and school administrators related to the assessment tool.
3. Provide implementation support for Washington teachers and school administrators using the assessment tool.

I.B. Scope of Work. In order to accomplish the general objectives of this Contract, Contractor shall perform the following specific duties to the satisfaction of the OSPI Contract Manager:

- 1. Delivery of *SmartTeach*® *GOLD*® for all eligible kindergarten students with Privacy Policy in Attachment E.**

Technical Support and Implementation Support throughout the year shall be included in the portfolio costs documented in Attachment B – Budget.

The archival of students' results shall be included at no additional cost.

Annual projected student counts for the Contract period and associated costs are documented in Attachment B – Budget. This represents the Guaranteed Annual Cost that OSPI is responsible to pay.

2. Delivery of technical assistance (TA) sessions.

- a. Contractor shall provide TA sessions to newly assigned and returning regional WaKIDS Coordinators, OSPI staff, and/or other participants as determined and mutually agreed to.
- b. Annual reconciliation of event(s) counts will result, through amendment to the Contract, in appropriate adjustment to payment.
- c. The TA sessions for regional WaKIDS Coordinators shall be provided pursuant Attachment D – Technical Assistance Services Terms and Conditions.
- d. Costs for TA sessions for newly assigned and returning regional WaKIDS Coordinators and OSPI staff are documented in Attachment B – Budget.

3. Delivery of technical, implementation, and upload support to district and school personnel throughout the Contract period.

- a. Costs for these services are included in the *GOLD*® portfolio cost.
- b. Provide a dedicated technical support telephone number and email address for user access to address any issues with system implementation throughout the year on business days from 8 a.m. – 5 p.m. Pacific Time. For those inquiries outside the bounds of Contractor purview to address, Superintendent will be engaged to generate a response or to collaborate in creation and communication of a response.
- c. Implementation support including an annual review of the WaKIDS 101 Canvas module materials and coordination of data-related tasks through mutually agreed upon decisions and revisited each year of the Contract.
- d. Student upload support provided through the WaKIDS custom import template and through a dedicated technical support telephone number and email address to address any upload issues throughout the year on business days from 8 a.m. – 5 p.m. Pacific Time.
- e. Contractor agrees to allow school districts desiring to license *GOLD*® products or services for children in grades other than kindergarten to enter into subscription agreements with Contractor at the same subscription rates as provided herein.

Contractor further agrees to arrange terms of compensation directly with such school districts and exclude interaction with the Superintendent. The Superintendent shall have no right to access student data pursuant to such licenses not included in the WaKIDS license.

4. Contractor grants OSPI permission for use of specific works, for the purposes of training and reporting assessment results, as agreed to the terms and conditions set forth in Attachment F – Permissions for Use of Works.

- a. The parties acknowledge that the OSPI will utilize the Contractor's proprietary intellectual assets in the performance of services hereunder. In addition, the Contractor hereby grants permission for OSPI to use specific content contained within *GOLD®* and the training materials provided for state trainings for use by OSPI staff and regional WaKIDS Coordinators through the grant of rights contained in Attachment F – Permissions for Use of Works. Nothing contained herein shall grant to the Superintendent or OSPI any right to copy, reproduce, distribute, or create derivative works of Contractor's content unless the Contractor provides specific written permission per Attachment F – Permissions for Use of Works.

5. Contractor shall provide Accreditation Program for Trainers, Introduction to Creative Curriculum, Year 3 Renewal Certification to designated WaKIDS Coordinators at no cost.

6. OSPI may opt to purchase supplemental Teaching Strategies. Any such purchases shall be at the discretion of OSPI, and mutually agreed upon prior to implementation.

I.C. Deliverables. The Contractor shall provide the following deliverables to the OSPI Contract Manager by the dates indicated below:

SCHEDULE OF DELIVERABLES	
Deliverable	Due Date
1. GOLD standard portfolios – Year 1	Within seven (7) business days of the date of execution
2. GOLD standard portfolios – Year 2	Within seven (7) business days of the start of the Fiscal Year
3. GOLD standard portfolios – Year 3	Within seven (7) business days of the start of the Fiscal Year
4. Virtual Technical Assistance	As needed, throughout the contract term
5. Accreditation Program for Trainers (APT)	06/30/2026
6. Supplemental Teaching Strategies solutions to deepen the WaKIDS implementation	06/30/2028

II. PERIOD OF PERFORMANCE

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This Contract must be executed by a representative of the Contractor and the Superintendent; (2) Provisions of Chapter 39.26 RCW require the Agency to file this sole source Contract with the Department of Enterprise Services (DES) for approval; no Contract so filed is effective nor shall work commence under it until the fifteenth (15th) 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 22, 2025, date of approval by DES, or date of execution, whichever is later, through June 30, 2028.

Contract/Fiscal Year 1: July 22, 2025, or date of execution, whichever is later, through June 30, 2026.

Contract/Fiscal Year 2: July 1, 2026, through June 30, 2027.

Contract/Fiscal Year 3: July 1, 2027, through June 30, 2028.

III. INVOICING & PAYMENT

III.A.1. **Compensation Amount.** In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor in an amount not to exceed a total of three million, six hundred ninety thousand, nine hundred ten dollars and three cents (\$3,690,910.03). 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.

III.A.2. **Funding Source.** Funds for the payment of this Contract are provided by state dollars.

III.A.3. 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.

III.B.1. **Billing Procedure.** Payment shall be made to the Contractor as follows:

Contractor shall invoice OSPI for Contract Year 1 within seven (7) business days of the beginning of the Fiscal Year or date of execution, whichever is later, on an allocation of 77,995 portfolios. This represents the Guaranteed Annual Cost that OSPI is responsible to pay. Contractor may invoice for any additional portfolios above the initial allotment (77,995 portfolios) monthly, up to a maximum of 78,495 portfolios in Contract Year 1. Annual projected student counts for the Contract period and associated costs are documented in Attachment B – Budget.

Contractor shall invoice OSPI for Contract Year 2 within seven (7) business days of the beginning of the Fiscal Year, on an allocation of 79,013 portfolios. This represents the Guaranteed Annual Cost that OSPI is responsible to pay. Contractor may invoice for any additional portfolios above the initial allotment (79,013 portfolios) monthly, up to a maximum of 79,513 portfolios in Contract Year 2. Annual projected student counts for the Contract period and associated costs are documented in Attachment B – Budget.

Following completion of Technical Assistance sessions, Contractor shall invoice OSPI for associated costs, per Attachment B – Budget, as well as Attachment D – Technical Assistance Services Terms and Conditions. However, such invoices shall not occur more often than monthly. T

If applicable, Contractor shall invoice for additionally purchased and agreed upon supplemental Teaching Strategies solutions, up to an amount not to exceed the difference between the Min Unit quantity and the Max Unit quantity specified in Attachment B – Budget.

III.B.2. Invoice Requirements. The invoices shall document to the OSPI Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the OSPI Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI. OSPI acknowledges that if Contractor does not receive payment in full within forty-five (45) calendar days of the Contract Manager receiving and approving the invoice, Contractor will have the right to suspend access to the subscription services until such time payment is received.

The invoices must be emailed to the OSPI Contract Manager and shall include:

- OSPI Contract number
- Contractor name, address, telephone number, and email address for billing issues if someone other than the Contractor's Contract Manager
- Contractor's Federal Tax Identification Number
- Contractor's Statewide Vendor Number
- Description of Services and Deliverables provided
- Date(s) of Service, if applicable
- Invoice amount for each Service or Deliverable, including applicable taxes

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. OSPI shall have no obligation to pay Contractor for any services that do not comply with this Contract.

III.B.3. Errors. If errors are found in the submitted invoice or supporting documents, the OSPI 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 OSPI Contract Manager.

III.B.4. **Final Payment.** Final payment shall be made after acceptance by the OSPI Contract Manager if received by within sixty (60) days after the Contract expiration date, unless negotiated with the OSPI Contract Manager and the Fiscal Budget Analyst. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at OSPI's sole discretion, and any such potential payment is contingent upon the availability of funds.

IV. CONTRACT MANAGEMENT

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

Contractor	OSPI
Intentionally left blank	Intentionally left blank

V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Budget
- Attachment C – Subscription Services Terms and Conditions
- Attachment D – Technical Assistance Services Terms and Conditions
- Attachment E – Privacy Policy
- Attachment F – Permissions for Use of Works
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VI. APPROVAL

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

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

UTJ Holdco, Inc.
DBA Teaching Strategies, LLC

Superintendent of Public Instruction
State of Washington

Signature

Kyla L. Moore, Contracts Administrator

Printed Name

Date

Title

Date

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

Approved as to FORM ONLY
by the Assistant Attorney General

Attachment A
Contract for Services
GENERAL TERMS AND CONDITIONS

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

“Contract” or “Agreement” means the entire written agreement between OSPI 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.

“Superintendent” shall mean the Office of Superintendent of Public Instruction (OSPI) of the State of Washington, any division, section, office, unit or other entity of the Superintendent, or any of the officers or other officials lawfully representing the Superintendent. Superintendent and OSPI may be used interchangeably.

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Superintendent.
5. **Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.

6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
8. **Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line item objects of expenditure may be revised without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the Superintendent.
9. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the Superintendent if, during the term of this contract, Contractor becomes debarred. The Superintendent may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

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

10. **Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.
11. **Certification Regarding Wage Violations.** The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction

to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

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

12. Change in Status. In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

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

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

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

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

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 pre-existing materials to the Superintendent for use during the term of the Contract. Unless otherwise allowed under the terms of this Contract, Superintendent may not, and may not allow others to, translate, reproduce, distribute, prepare derivative works, publicly perform, or publicly display Contractor's pre-existing materials except for any rights granted under Attachment F: Permissions.

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

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

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

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

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

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

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 Contract 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 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

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

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

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any claim out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

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

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 the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Superintendent or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

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 the Superintendent, its directors, officers, and employees.

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

- b. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.
- c. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this Contract.

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

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

27. Non-Discrimination.

- 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 the Superintendent. 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, the Superintendent 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 Superintendent 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), the Superintendent 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. The Superintendent 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 the Superintendent for default under this provision.

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

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

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

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

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

32. 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.

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

duly authorized by the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

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

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 Superintendent 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 the Superintendent. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

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

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](#). The Superintendent 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 the Superintendent creates the Contract Record.

- b. Complete the required user training (two (2) one- (1-) hour online sessions) no later than twenty (20) days after the Superintendent creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the Superintendent, and (ii) paid to Subcontractors, no later than thirty (30) days, issuance of each payment made by the Superintendent to the Contractor, unless otherwise specified in writing by the Superintendent, 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 the Superintendent or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or Superintendent, 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 Superintendent 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 \(OCIO\)](#) for the state of Washington, which by this reference are incorporated into this agreement.

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

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

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

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

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

- a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When Superintendent determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to Superintendent and an acceptable date cannot be negotiated, Superintendent may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Superintendent shall be

liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

- c. Superintendent may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to Superintendent in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

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

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

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

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

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the

extent as directed by the Superintendent, any property which, if the Contract had been completed, would have been required to be furnished to the Superintendent;

- f. Complete performance of such part of the work not terminated by the Superintendent; and
- g. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this Contract which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

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

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

The Contractor shall be responsible for any loss or damage to property of the Superintendent which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

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

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

43. Waiver. A failure by either part 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.

Product	Focus	2025-2026 School Year (FY26)					2026-2027 School Year (FY27)			
		Min Units ⁽²⁾	Max Units ⁽³⁾⁽⁴⁾	Unit Price	Min Estimated Total for 25-26	Max Estimated Total for 25-26	Min Units ⁽²⁾	Max Units ⁽³⁾⁽⁴⁾	Unit Price	Min Estimated Total for 26-27
GOLD standard portfolios ⁽¹⁾	Assessment - TK & K	77,995	78,495	\$13.45	\$1,049,032.75	\$1,055,757.75	79,013	79,513	\$13.95	\$1,102,231.35
Virtual Technical Assistance ⁽⁵⁾	Assessment - WaKIDS Coordinators for TK & K	8	8	\$1,595.00	\$12,760.00	\$12,760.00	8	8	\$1,675.00	\$13,400.00
(3-hour sessions per month for up to 15										
Accreditation Program for Trainers (APT) Year 3 Renewal Certification - Creative Curriculum for Preschool/Pre-K ⁽⁶⁾	Curriculum - WaKIDS Coordinators for TK	9	9	\$0.00	\$-	\$-	0	0		\$-
Supplemental Teaching Strategies solutions to deepen the WaKIDS implementation ⁽⁴⁾	TBD			TBD	TBD	TBD			TBD	TBD
Estimated Subtotal					\$1,061,792.75	\$1,068,517.75	\$1,115,631.35			
Estimated Tax ⁽⁷⁾					\$106,179.28	\$106,851.78	\$111,563.14			
Estimated Total					\$1,167,972.03	\$1,175,369.53	\$1,227,194.49			

(1) Payable annually at start of each 12 month period within the contract term.

(2) GOLD portfolio Min Unit totals based on OSPI enrollment forecasts as of May 2025.

(3) Additional subscription units above the Min Unit quantity will be invoiced monthly based on usage, up to the Max Unit quantity.

(4) Without amending the contract, OSPI may opt to purchase supplemental Teaching Strategies solutions in order to expend potential annual budget surplus between the Min Unit quantity and the Max Unit quantity.

(5) Technical Assistance sessions will be invoiced monthly for all sessions delivered within that month.

(6) APT 3-year certification cycle: Associated costs for this deliverable were fully funded under the previous contract during Years 1 and 2. Therefore, the current contract reflects a \$0 cost for this item in Year 3, though it remains a r deliverable.

(7) Estimated tax is calculated at 10% - Olympia sales tax is 9.8% as of May 2025. To be adjusted according to local sales tax.

	2027-2028 School Year (FY28)					2025-2028 Total	2025-2028 Total
Max Estimated Total for 26-27	Min Units ⁽²⁾	Max Units ⁽³⁾⁽⁴⁾	Unit Price	Min Estimated Total for 27-28	Max Estimated Total for 27-28	Min Estimated Total	Max Estimated Total

\$1,109,206.35	79,097	79,597	\$14.45	\$1,142,951.65	\$1,150,176.65	\$3,294,215.75	\$3,315,140.75
\$13,400.00	8	8	\$1,759.00	\$14,072.00	\$14,072.00	\$40,232.00	\$40,232.00

\$-	0	0		\$-	\$-	\$-	\$-
							TBD

TBD		TBD		TBD	TBD	TBD	

\$1,122,606.35				\$1,157,023.65	\$1,164,248.65	\$3,334,447.75	\$3,355,372.75
\$112,260.64				\$115,702.37	\$116,424.87	\$333,444.78	\$335,537.28

\$1,234,866.99				\$1,272,726.02	\$1,280,673.52	\$3,667,892.53	\$3,690,910.03
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required

ATTACHMENT C
SUBSCRIPTION SERVICES
TERMS AND CONDITIONS

1. These Subscription Services Terms and Conditions (the "**Agreement**") sets forth the terms pursuant to which Teaching Strategies, LLC ("**TS**") will provide Subscription Services to the purchaser that has accepted the Agreement by clicking to assent, signing the Agreement, or using, accessing, or consuming the Subscription Services ("**Subscriber**"). "**Subscription Services**" mean subscription services identified in an Order. "**Order**" means each written order form(s) (including digital or electronic) executed by Subscriber and TS, or Subscriber and a TS authorized business partner, incorporating this Agreement and is subject to the terms and conditions herein.
2. **Subscription Services.** The Subscription Services are purchased on the unit basis and for the term identified in an Order. The Subscription Services include proprietary content, activities, articles, tools, software applications, databases, and other materials provided through separately downloaded applications to your device, through a web browser as-a-service using Subscriber's internet service and may be sold separately or bundled together with TS products as identified in an Order.
 - 2.1. **License Grant.** Subject to the license quantity limits set forth in an Order and Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Subscription Services as provided herein, and to have Authorized Users, as defined below, use, and access the Subscription Services during the Subscription Services term.
 - 2.2. **Delivery and Access.** The Subscription Services will be provided through www.teachingstrategies.com, <https://login.app.teachingstrategies.com>, <https://app.readyrosie.com>, https://www.tadpoles.com/home_or_work, and/or other sites as TS may designate (collectively, "**Website**"). Use of the Website is subject to the Terms of Use and Privacy Policy at / <https://teachingstrategies.com/agreement-and-policies/> and set forth on the Website. Subscriber agrees that it will use the Subscription Services only as permitted herein. For the purpose of this Agreement, "**Authorized Users**" will include Subscriber's employees who require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Subscription Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.
 - 2.3. **Prohibited Activities.** Except as expressly authorized in this Agreement, Subscriber will not: (a) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Subscription Services or any portion thereof; (b) use the Subscription Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (c) modify, translate, or prepare any derivative work based on the Subscription Services; (d) decompose, decode, or otherwise reverse engineer any TS technology; (e) allow any third party or unlicensed user or computer system to access or use the Subscription Services; or (f) remove any proprietary notices or labels attached to the Subscription Services. Subscriber agrees to take all reasonable steps to protect the Subscription Services from unauthorized access, copying, or use.

2.4. Administration of Subscription Services

- 2.4.1. Subscriber Administrator.** Subscriber shall designate one (1) or more of its employees to serve as the administrator(s) for the Subscription Services. The administrator is responsible for (a) assigning and administering passwords and usernames for Authorized Users; (b) maintaining up to date access and permission rights for Authorized Users; (c) communicating any changes in Authorized Users to TS; (d) setting up and maintaining access and permission rights for the Authorized Users; and (e) where applicable, inputting informational data regarding the Authorized Users.
- 2.4.2. Registration.** Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Subscription Services or, for educator access, Subscriber will provide TS with name and email information of the Authorized Users for the purpose of creating their accounts. Upon account creation, an automatic email will be sent notifying them that an account has been created and provide instructions regarding logging into their account and the initial creation of a password. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her password with TS through the Website before the Authorized User can access the Subscription Services for the first time.
- 2.4.3. ReadyRosie Registration for Parent/Caregiver Access.** If applicable, Parents and Caregivers who are directly affiliated with Subscriber will receive caregiver access to the Subscription Services either by electronic invitation by those with Educator Access or through a self-registration process.
- 2.4.4. Password Protection.** Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend any account credentials in the event that the account is misused or if TS has reason to believe that such account credentials are being used by a person who is not an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS's sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Subscription Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- 2.4.5. Retrieval of Data.** Upon termination of the Subscription Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.
- 2.4.6. Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Subscription Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Subscription Services ("Subscriber Data"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Subscription Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in anonymized and aggregated form for purposes of enhancing the Subscription Services, analyzing usage trends, aggregated statistical analysis, technical support, and other business purposes. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website.

3. Fees and Expenses, Payment, & Taxes.

- 3.1.** The fees for Subscription Services are set forth in the applicable Order ("**Fees**"). Subscriber agrees to pay Fee(s) for Subscription Services as identified in an Order. Except as provided in the Agreement or required by applicable law or regulation, all Fees paid are non-refundable.
- 3.2.** Unless otherwise specified in an Order, Fees (a) are due and payable by Subscriber within thirty (30) days from the date of invoice; (b) are due and payable by Subscriber annually and in advance of the provision of the Subscription Services; and (c) must be made in U.S. dollars, and by credit card, wire transfer, or other prearranged payment method acceptable to TS. TS reserves the right to charge a late payment interest of 1.5% per month against overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, TS may suspend any of the Subscription Services or terminate this Agreement or the applicable Order if (a) Subscriber is delinquent on its payment obligations for thirty (30) days or more or otherwise breaches the Agreement; (b) TS is no longer licensed or permitted to make the Subscription Services available due to a change in law, expiration or revocation of applicable licenses, or otherwise; or (c) Subscriber declares bankruptcy, is adjudicated bankrupt, or a receiver or trustee is appointed for Subscriber or substantially all of its assets. Without limitation of TS's other remedies, TS may suspend any Subscription Services if Subscriber fails to pay any applicable Fees when due or otherwise breaches this Agreement.
- 3.3.** All Fees under this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government, and Subscriber agrees to pay for any and all federal, state, or local sales, use, excise, privilege, or other taxes, duties or assessments, however designated or levied, relating to this Agreement, exclusive of taxes based on TS's net income. To the maximum extent permitted by applicable law, Subscriber agrees to gross up payments actually made to TS such that TS receives sums due in full and free of any withholding tax(es) or deductions Subscriber is required to pay.
- 4. Confidentiality.** Each party receiving Confidential Information ("**Recipient**") from the party disclosing such information ("**Discloser**") shall use Confidential Information solely for the purpose of providing and receiving Subscription Services under this Agreement. "**Confidential Information**" means information provided by the Discloser that is reasonably marked as "confidential", identified as confidential at the time of disclosure, or reasonably known by Recipient to be confidential or should reasonably be expected to be known as confidential. Recipient acknowledges and agrees that the disclosure of the Confidential Information does not confer any license, interest, or rights of any kind in or to the Confidential Information except as provided herein. For five (5) years after the termination of this Agreement Recipient shall hold Confidential Information in confidence and not disclose or use the Confidential Information, directly or indirectly, in any form, by any means, or for any purpose. Recipient shall only disclose the Confidential Information to its employees, contractors, and Affiliates to the extent such persons have a need to know such information for the purposes described in this Agreement, and provided such parties shall be obligated in writing to comply with terms and conditions no less protective than those set forth in this Section. Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Confidential Information as Recipient uses to protect its own confidential information. Recipient shall notify the Discloser in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these confidentiality obligations and shall reasonably cooperate with the Discloser to regain possession of such Confidential Information and prevent further unauthorized use and disclosure. Confidential Information does not include information that: (a) is or becomes generally publicly available through no fault of Recipient, (b) was known to Recipient, free of any confidentiality obligations, before its disclosure, (c) becomes known to Recipient, free of any confidentiality obligations, from a source other than Discloser, (d) is independently developed by Recipient without use of Confidential Information, (e) is licensed under an open source license, or (f) is disclosed by Recipient pursuant to a requirement of a governmental agency or by operation of law, provided that Recipient shall notify Discloser prior to disclosure (if

it can do so without violating any law or rule) in order to give Discloser a reasonable opportunity to seek an appropriate protective order or similar protection(s).

5. Termination

- 5.1. Term.** This Agreement commences on the Effective Date and ends when TS is no longer obligated to provide Subscriber with the Subscription Services under this Agreement. Each Order begins on the date in the Order or, if no date is specified, when the Order is executed ("Order Effective Date") and continues for the term stated in the Order. After the initial term, the term for the Subscription Services may renew upon mutual written agreement between the parties.
- 5.2. Termination.** Either party may terminate this Agreement or an Order immediately upon notice to the other party if the other party materially breaches an obligation hereunder that has not been cured within thirty (30) days after receipt of notice from the non-defaulting party provided that such notice and cure will not be required for a breach of Sections 4 or 10.4. The termination of an individual Order will not terminate any other Order or the Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of TS, in the event either party terminates an Order, Subscriber will pay for all Subscription Services provided up to the effective date of termination.
- 5.3. Effect of termination.** Sections 2.4.5, 2.4.6, 3, 4-6, 7.2, and 8-10 will survive the termination or expiration of this Agreement. Termination of this Agreement by either party will not act as a waiver of any breach of this Agreement and will not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party will be without prejudice to any other right or remedy of such party under this Agreement or applicable law.
- 6. Intellectual Property Rights.** TS owns and retains all right, title, and interest in and to the Subscription Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Subscription Services and their components, which includes but is not limited to features, materials, and content made available through such Subscription Services regardless of form, are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any content, document, web page, or other component of the Subscription Services or any related materials or documentation.

7. Representations and Warranties

- 7.1.** TS represents and warrants to Subscriber that (a) TS has the legal power to enter into this Agreement; (b) TS will provide access to the Subscription Services in a workmanship like manner and with diligence and skills consistent with industry standards. To the maximum extent permitted by applicable law and except as explicitly set forth in this Section, all TS products and services are provided "as is" and without any representations or warranties, either express or implied, including but not limited to warranties of non-infringement, merchantability, and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.
- 7.2.** Subscriber represents, warrants, and covenants that (a) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (b) it has all necessary rights and permissions to grant access to the Subscription Services to its Authorized Users; (c) it will obey all applicable laws, rules, and

regulations in its use of the Subscription Services and Subscriber Data; (d) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (e) Subscriber Data will not contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

- 8. Indemnification.** To the maximum extent allowed by applicable law, Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (a) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (b) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (c) Subscriber's use of the Subscription Services in violation of applicable law.

9. Limitations

- 9.1. Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- 9.2. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR SUBSCRIBER'S PAYMENT AND INDEMNIFICATION OBLIGATION, IN NO EVENT WILL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE ORDER. THE LIMITATIONS HEREIN WILL REMAIN IN FULL FORCE AND EFFECT, REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. General Terms

- 10.1. Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
- 10.2. Choice of Law.** To the extent permitted by applicable law, (a) this Agreement will be governed by the laws of the State of Maryland, USA, without reference to its conflict of law provision; and (b) any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the state courts in and for Montgomery County, Maryland, USA (or, if there is federal jurisdiction, the United States District Court therein). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The Uniform Computer Information Transactions Act (UCITA) or similar laws or regulations do not apply to this Agreement.
- 10.3. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, TS may assign the entirety of its rights and obligations under this Agreement, without consent of Subscriber, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

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- 10.4. Export & Sanctions.** Subscriber agrees that it will not export, disclose, re export or transfer the Subscription Services, directly or indirectly, to any U.S. embargoed destination; or anyone on (or controlled by a person or entity on) a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. If Subscriber breaches (or TS believes Subscriber has breached) this section or TS is prohibited by law or otherwise restricted from providing Subscription Services to Subscriber, TS may terminate this Agreement and/or the applicable Order without liability to you.
- 10.5. Notices.** TS will provide notices to Subscriber via mail at the address noted below. Subscriber must provide notices to Teaching Strategies, LLC, Attn: General Counsel, to both 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA; and email to legal@teachingstrategies.com. Any legal notices provided without compliance with this section will have no legal effect.
- 10.6. Complete Agreement.** This Agreement represents the complete agreement between the parties with respect to this subject matter and supersedes all prior and contemporaneous agreements and proposal, whether written or oral, with respect to the subject matter. Except as otherwise agreed in writing by the parties (a) the Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter; and (b), any terms contained in any other documentation that you deliver to TS, including any purchase order or other order-related document (other than an Order), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the Agreement and/or an Order, the Agreement will control unless otherwise expressly provided in an Order and/or as expressly agreed in writing signed by authorized representatives of both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.

ATTACHMENT D

TECHNICAL ASSISTANCE SERVICES TERMS AND CONDITIONS

Technical Assistance (TA) is delivered subject to the following terms:

1. TS will provide twenty-four (24) hours of Technical Assistance (TA) to Regional WaKIDS Coordinators, OSPI staff, and/or other participants as determined and agreed to each year of the contract.
2. TA sessions are designed to provide logistical support for Regional WaKIDS Coordinators and OSPI staff. Participants will receive guidance from a TS expert to solve challenges related to their practice and strengthen implementation of *GOLD*® for WaKIDS.
3. TA sessions will be hosted by TS experts in eight (8) three (3)-hour sessions. TA schedule can be adjusted with prior written consent from both parties.
4. TA session dates and times to be identified by May 30th of each year of the contract.
5. Superintendent will be invoiced following completion of each session ordered. All invoices will be submitted by June 30th of each year of the contract.
6. A TA session summary report, including dates and number of participants, will be completed by TS and provided to the Superintendent by June 30th of each year of the contract.
7. Fees for TA are based on a maximum number of 15 attendees per session.
8. Superintendent agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projectors, computers, and viewing screens. For virtual trainings, Superintendent agrees to provide access to a virtual platform such as Zoom;
9. Not less than 48 hours in advance of the session, Superintendent will be provided with an electronic copy of the materials to be distributed to attendees. Superintendent is responsible for reproducing the materials in sufficient quantities to provide to each attendee. Note that the materials are copyrighted, and may not be reproduced or distributed except in accordance with this provision, without the prior written consent of TS.
10. In the event of cancellation, the following cancellation fees will apply:
 - a. Cancellation within 48 hours of scheduled session date, Superintendent is invoiced 100% of session fee;

- b. Cancellation within 7 calendar days of scheduled session date, Superintendent is invoiced 50% of session fee; and
- c. Cancellation within 21 calendar days of scheduled session date, Superintendent is invoiced 25% of session fee.

11. In the event that Superintendent schedules TA with less than a 30-day notice before session date, the following additional fees will apply:

- a. Scheduling within 21-30 days prior to session, Superintendent is invoiced an additional fee of \$300.
- b. Scheduling with less than a 21-day notice, Superintendent is invoiced an additional fee of \$790.
- c. Scheduling with less than a 24-hour notice, Superintendent is invoiced an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.

Attachment E



Privacy Policy

This Privacy Notice applies to Teaching Strategies, LLC Software as a Service products, located on the Web site www.teachingstrategies.com (the "Site"). The Site is owned and operated by Teaching Strategies, LLC ("Teaching Strategies"). Teaching Strategies makes the following available on the Site: online management, reporting, and assessment systems (the "Services"). Teaching Strategies is committed to ensuring the privacy and accuracy of the information collected on the Site. This Privacy Notice identifies the information that Teaching Strategies collects from users and visitors of the Site and describes how we will use, share, and otherwise process the information we have collected.

This document is organized as follows:

- A. Information We Collect
- B. How We Protect and Secure Our User's Information
- C. How We Use The Information We Collect
- D. When and How We Share Information
- E. International Visitors
- F. Retention
- G. We Do Not Collect Information from Children
- H. How Users Can Correct Their Information
- I. Data Release and Deletion Request
- J. Links to Third Party Sites and Listservs
- K. Data Tracking
- L. Changes to Privacy Policy
- M. Disclaimer of Liability

A. WHAT INFORMATION WE COLLECT

Teaching Strategies collects Member Data, Student Data, and Portfolio Data. The Data includes Personally Identifiable Information (PII), which means information that may identify an individual Student or Member. Teaching Strategies complies with applicable laws, regulations, industry standards, and contracts and agreements pertaining to the safeguarding of PII. The Data are provided by the authorized representative of an organization who has purchased a subscription to use the Services (an "Authorized User").

Member Data is limited information that can be used to personally identify an Authorized User. This information is required before the Authorized User can access the Services (whether on a trial basis or through a paid subscription). There are several kinds of Member Data:

1. **Subscribers:** Organizations and Individual Subscribers are members that have purchased a subscription from Teaching Strategies to use the Services. Subscribers provide their full name, the name of their organization, their mailing and e-mail addresses, telephone number, and information regarding their method of payment (e.g., purchase order number).
2. **Group Members:** Program and Site Administrators and Teachers are members who register through a school, school district, childcare center, Head Start program, or other organization that has purchased a

subscription from Teaching Strategies to use the Services. They provide us with their full names and e-mail addresses.

3. **Invited Guests:** Invited Guests are Parents and Others who register to use the Services in response to an invitation from another registered member. They provide their full names and e-mail addresses.
4. **Student Data** is information that personally identifies a student and his or her Portfolio. The personally identifiable information includes first name, last name, date of birth, gender, language spoken, ethnicity, and, where applicable, State Student Identification Number. Student Data is stored in online Portfolios. Each Portfolio includes Documentation and Checkpoint information.
5. **Documentation:** Teachers observe children in the classroom and gather documentation of their learning and development over the course of the year. Documentation can be notes, photos, videos, samples of children's artwork, and observations from families about their child's development.
6. **Checkpoint:** A few times a year, teachers analyze the Portfolio Data collected during the checkpoint period and make ratings based on their observations and the documentation they have gathered. These ratings are based on a list of research-based and developmentally appropriate indicators that reflect widely held expectations for children of similar ages, classes, or grades. Completing these checkpoints allows teachers to evaluate children's progress and show growth in the children's learning and development over the course of the year. The Student Data is only provided by authorized Subscribers during the initial setup or in the development of an individual student Portfolio. The provision of information is sometimes required by law and at other times is a result of a contractual requirement. You may be required to provide information, for example in a case where we sign a contract with your organization, and the non-provision of information could, in certain circumstances, prevent a transaction from concluding.

B. HOW WE PROTECT AND SECURE OUR USER'S INFORMATION

We utilize technical, administrative, and physical procedures to ensure Data is protected from unauthorized access, disclosure, or alteration.

You may have the right to restrict or object to the processing of your personal information or to exercise a right to data portability under applicable law.

We have implemented reasonable safeguards designed to prevent loss, misuse and unauthorized access, disclosure, or modification of Personal Data provided or collected through the Teaching Strategies Services. With respect to Personal Data collected through the Teaching Strategies Services, we use Secure Socket Layer Technology or SSL to encrypt or scramble that information during transmission, and data is encrypted at rest.

In particular:

1. **Data Storage and Security:** Secure data centers, located within the continental United States, house all Member Data, Student Data, and Portfolio Data. These data centers are continuously monitored and are audited annually.
2. **Disclosures:** The uses and disclosures of Student Data are in compliance with state and federal laws designed to protect such information. Only authorized individuals, including Teaching Strategies employees and subcontractors, have access to children's portfolio items, and their authorization is constantly reviewed and verified by a cross functional working group, which includes the Information Security Officer and senior Legal and HR staffs. Individuals authorized to have access to Student Data are limited to only those who need access to that data in order to perform the work necessary under our contractual arrangements with our Subscribers.

3. **Accountability:** All Teaching Strategies employees and subcontractors are accountable for the Security and Privacy of the Member Data, Student Data, and Portfolio Data we maintain on our Subscribers' behalf. This policy applies to all computing systems, networks, business processes, and the verbal transmission of information.

C. HOW WE USE THE INFORMATION WE COLLECT

1. **Only for Authorized Purposes:** We only use information we collect for the educational purposes for which we were authorized by our Subscribers.
 - a. **Member Data:** We will use the Member Data provided to register the membership, set up and maintain the account, determine the number of Portfolios an Authorized User is authorized to create (if any), and determine which Portfolios the Authorized User is authorized to access, update, view, and/or modify. We will also use Member Data to notify Authorized Users of updates to the Site and our Services, and for contact purposes if we need more information. If an Authorized User has purchased a subscription to use the Services, we will use the financial information provided to invoice the Authorized User. If an Authorized User has registered to use the Services through a school, school district, childcare center, Head Start program, or other organization that has purchased a subscription from Teaching Strategies, the Member Data provided will be accessible by the organization that purchased the subscription, as outlined in the contract with the organization.
 - b. **Student Data:** Student Data is used to set up and maintain Portfolios and to grant other Authorized Users the right to access, update, view, and/or modify such Portfolios. Portfolio Data can be used to identify and recommend appropriate activities and customize student plans. Aggregated, non-personalized outcome group progress reports for Subscribers are also generated using Student Data. Only the Student Data provided by a Subscriber's Authorized Users will be used to create reports for such Subscriber. We also may aggregate the Portfolio Data, with all personally identifying information about individual students, Authorized Users, organizations, and programs removed, to conduct research to enhance the services, analyze usage trends, conduct aggregated statistical analysis, and to provide technical support. Third parties who provide support for these activities and have access to de-identified and aggregated data are listed [here](#). From time to time, we may publish the results of the aggregated, de-identified Portfolio Data. In no event will any such results permit the personal identification of students and their parents, or identify in any way the site, program, or organization.
 - c. **Invited Guests:** If an Authorized User has invited the parent or legal guardian of a child to view his or her child's Portfolio, we will make the Student Data and Portfolio Data in the child's Portfolio available to such invited guest for review. All invited guests must register with Teaching Strategies before being granted access to a Portfolio, and the invited guest's access will be limited to the Portfolio such guest has been invited to view. An invited guest will not be able to modify or add to a Portfolio. Additionally, if the Authorized User has registered to use the Services through a school, school district, childcare center, Head Start program, or other organization that has purchased a subscription from Teaching Strategies, any Student and Portfolio Data that the Authorized User provides will be accessible by the organizations that purchased the subscription services, as outlined in the contract with the organization. We do not use automatic decision-making or engage in profiling. In the event that circumstances require us to process your personal data for a purpose other than the purpose for which it was collected, we will provide you with information regarding the purpose for the processing, as well as other relevant information, prior to processing your personal data for the new purpose. Please see Section D. below for applicable circumstances.

D. WHEN AND HOW WE SHARE INFORMATION

We share information only for the educational purpose of the work. We do not share Member Data, Student Data, or Portfolio Data for advertising or any other use outside of the educational purpose of the collection of such information. We vigilantly review our policies and practices to ensure compliance with the Federal Educational Rights and Privacy Act (FERPA) and the European Union's General Data Protection Regulation (GDPR), applicable state law and regulations, and Subscriber policies. We will not disclose any of the Member Data, Student Data, or Portfolio Data we collect to any third parties except as described in C(1)(b) above and in the following limited circumstances:

1. **Disclosures that are necessary to carry out the scope of work.** We may use subcontractors and/or sub-processors (current list available [here](#)) to carry out functions within the scope of work when it is in compliance with GDPR, federal, and state law and with applicable Subscriber agreements. In such circumstances, the subcontractor is acting as a Teaching Strategies employee and is required to comply with the privacy and security requirements and safeguards that apply to Teaching Strategies and all of its employees. This includes all applicable federal laws, state laws and regulations, contractual agreements, and applicable Subscriber policies.
2. **Legally compelled disclosures.** We will disclose the data we collect if required to do so by law or in the good-faith belief that disclosure is necessary (a) to obey the law or comply with legal process served on us or our affiliates; (b) to protect and defend our rights or property or the rights or property of other users of our Web site; or (c) to act in an emergency to protect the personal safety of users of our website or the public.
3. **Company acquisition.** In the event that our company is acquired, we may share the data with the acquirer to continue to provide services to you. The acquirer will be bound by this Privacy Policy, and we will comply with all contractual agreements with our Subscribers that require us to disclose any acquisition of Teaching Strategies.
4. **Analytics.** We may work with third parties that collect data about your use of the Site and other sites or apps over time for non-advertising purposes. For example, Teaching Strategies uses Google Analytics to improve the performance of the Site and for other analytics purposes. For more information about how Google Analytics collects and uses data when you use our Site, visit <https://www.google.com/policies/privacy/partners/> , and to opt out of Google Analytics, visit <https://tools.google.com/dlpage/gaoptout/> .
5. **We do not sell or rent your data:** Teaching Strategies, LLC does not sell or rent any data that has been collected through the Services.

E. INTERNATIONAL VISITORS

This section applies to those who visit our Site from the European Economic Area or Switzerland.

- **Lawful Basis for Processing**

On certain occasions, we process your personal data when it is necessary for the performance of a contract to which you are a party, such as to provide services to you that you have requested. We may also process your personal data to respond to your inquiries concerning our products and services. On other occasions, we process your personal data where required by law. We may also process your personal data to protect your interests or the interests of a third party. Additionally, we process your personal data when it becomes necessary for us to provide important notifications to Subscribers concerning the Services. We will also use your personal data to communicate with you if you choose to opt into our marketing communications so that you can learn more about our Services and products. However, this interest in providing you with information does not override your data protection rights. Where we process your personal data for this purpose, our legitimate interest is to improve our Services and secure our Site. If the processing of personal data is necessary and there is no statutory basis for such processing, we will ask for your consent to process your personal data. You have the right to

withdraw your consent to processing of personal data at any time. If you wish to exercise the right to withdraw consent, contact us via the "Contact" section below for contact information.

- **Transfers of Personal Data**

Please be aware that the personal data we collect may be transferred to and maintained on servers or databases located outside your state, province, country, or other jurisdiction, where the privacy laws may not be as protective as those in your location. If you are located outside of the United States, please be advised that we process and store personal data in the United States.

- **Complaints Resolution**

Teaching Strategies commits to resolve complaints about our collection or use of your personal information. Individuals with inquiries or complaints regarding our Privacy Policy should contact Teaching Strategies at DPO@teachingstrategies.com.

If you are affected by the GDPR, please consult the following link for the Teaching Strategies, LLC GDPR Addendum, which states your rights under the GDPR: [Teaching Strategies, LLC GDPR Addendum](#)

F. RETENTION

We will process and store your information only for the period necessary to achieve the purpose of the storage, or as permitted by law.

G. WE DO NOT COLLECT INFORMATION FROM CHILDREN

Our services are not intended to be accessed by anyone under 18 years of age. We respect the sensitive nature of children's privacy online. The Services are intended for use by schools, school districts, program administrators, teachers, parents, and legal guardians. They are not intended for use by persons under the age of 18. We do not expect and are not aware of children under the age of 18 accessing our site, and we are in full compliance with the legal requirements outlined in COPPA regarding children under the age of 13. If we learn that a user is under 18 years of age, we will promptly delete any personally identifiable information provided by that user.

H. HOW USERS CAN CORRECT THEIR INFORMATION

Members can manage the data they entered: Our Authorized Users are able to manage and modify the information that they provide to us. They may correct or change any of their Member Data by logging onto the site and updating or correcting their Member Data. Authorized Users may change any of the Student Data that they provide by logging onto the Services and modifying the applicable student Portfolio. Only the Authorized User who created the Portfolio and such member's program administrator have the ability to modify the Student Data for a Portfolio. If you need assistance modifying Student Data, you may contact Teaching Strategies' support services line at 1-866-736-5913.

I. DATA RELEASE AND DELETION REQUESTS

Teaching Strategies does not own the member, student, or invited guest data stored and processed by our software-as-a-service suite of products. The childcare provider or school in which your child is or was previously enrolled has contracted with Teaching Strategies to provide the services associated with collecting that data. As such, all data that we collect for that provider or school is owned by that organization.

We may not delete or release data without express written permission from that organization except in limited cases such as a court order. All data deletion and data release requests must be made directly to your childcare provider or school.

J. LINKS TO THIRD PARTY SITES AND LISTSERVS

1. **External links:** The Site may contain links to other Web sites or refer our users to other resources. We are not responsible for the privacy practices or the content of such Web sites or resources, and our users should refer to such Web sites and resources for information about how such sites and resources protect the information they collect.
2. **Discussion groups:** The Site also makes available to Authorized Users a discussion group through which Authorized Users may communicate with other Authorized Users and exchange ideas. Any information disclosed in these areas becomes public information.

K. DATA TRACKING

Tracking Information: We use the anonymous information we collect to administer our Site, improve our services, determine how the Site is being used, identify popular areas of the Site, and analyze trends and usage patterns. We may use the IP address of our Authorized Users to help diagnose problems with our server. This anonymous information cannot be used to personally identify users or students.

L. CHANGES TO OUR PRIVACY POLICY

Teaching Strategies may modify or update this Privacy Policy from time to time. The Policy is posted at <https://teachingstrategies.com/privacy-policy/>. We encourage you to review this page periodically. If we change the policy in a material manner, such as using personal data in a different way than prior practice, we will provide at least a 30-day notice to our Authorized Users so that they will have sufficient time to evaluate the change in practice.

M. DISCLAIMER OF LIABILITY

The information contained herein reflects the privacy policy and practices that Teaching Strategies has adopted for the Site. In legal terms, it shall not be construed as a contractual promise, and Teaching Strategies reserves the right to amend it at any time in accordance with Section L above. Any such amendment will become effective, with a 30-day notice, as stated in Section L above. Neither Teaching Strategies nor any of its affiliates, employees, or agents shall be held liable for any improper or incorrect use of the information described and/or contained in the Site and assumes no responsibility for anyone's use of the information.

CONTACT

If you have any questions or concerns about Teaching Strategies' information collection and use practices, please contact our Legal Affairs team at: legal@teachingstrategies.com.

If you have questions regarding our role as a data controller, please contact us at:
DPO@teachingstrategies.com



ATTACHMENT F

PERMISSION FOR USE OF WORKS TERMS AND CONDITIONS

Subject to the terms and conditions set forth herein, Teaching Strategies, LLC (“TS”) grants to the undersigned licensee (“Licensee”) permissions to use and cite specified Works for the duration of the Contract period. Expiration dates for permission can be extended past the expiration date by submitting a written request to TS.

The parties acknowledge that the Licensee will utilize TS proprietary intellectual assets in the performance of services described in the Contract, including the training materials provided for state trainings and for use by regional WaKIDS Coordinators. Except as where specified, nothing contained herein shall provide to the Superintendent or OSPI any right to copy, reproduce, distribute, or create derivative works of materials containing TS’s content, unless TS provides specific written permission.

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1. *GOLD® Objectives for Development & Learning for WaKIDS (with Common Core State Standards)*

Title:	<i>GOLD® Objectives for Development & Learning for WaKIDS (with Common Core State Standards)</i>
Author(s):	Teaching Strategies, LLC
Version:	Hard copy and electronic (<i>GOLD®</i> part of <i>SmartTeach®</i>)
Page(s):	All
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2. *GOLD® Objectives for Development & Learning, Birth Through Third Grade*

Title:	GOLD® Objectives for Development & Learning for WaKIDS
Author(s):	Teaching Strategies, LLC
Version:	Hard copy and electronic (<i>GOLD®</i> part of <i>SmartTeach®</i>)
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3. *Social Emotional Learning Pathways*

Title:	GOLD® Objectives for Development & Learning, Birth Through Third Grade
Author(s):	Teaching Strategies, LLC
Version:	Electronic (<i>GOLD®</i> part of <i>SmartTeach®</i>)
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URL posting to:	https://www.k12.wa.us
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Style Guide

GOLD® is an observational assessment tool developed by Teaching Strategies in 2010 for use with children from birth through kindergarten. In 2015, Teaching Strategies expanded the progressions to include

children through third grade. All 38 objectives are contained in the publication *GOLD® Objectives for Development & Learning, Birth Through Third Grade*, copyright 2016. WaKIDS uses a subset of the 38 objectives which is referred to as *GOLD® Objectives for Development and Learning for WaKIDS*.

Citing the print edition of *Objectives for Development & Learning, Birth Through Third Grade*:

APA Citation:

Teaching Strategies, LLC. (2016). *GOLD® objectives for development & learning, birth through third grade*. Bethesda, MD: Author.

In-Text Citation:

(Teaching Strategies, LLC, 2016)

Citing *GOLD®* online (Assess in *SmartTeach®*):

APA Citation:

Teaching Strategies, LLC. (2010–2022). *GOLD®*. [Electronic version]. Bethesda, MD: Author.

In-Text Citation:

(Teaching Strategies, LLC, 2010–2022)

Additional Information:

- Always italicize “*GOLD*” in body text, column headers, and headlines.
- Always use all caps (it should never be written as “Gold”).
- Always use the registered trademark ® symbol after *GOLD®*, making sure the ® is superscript. Do not italicize or bold the ® mark.
- We are no longer using the names *Teaching Strategies GOLD®* or *GOLD™ by Teaching Strategies®*. Our assessment system is simply *GOLD®*. We discourage the use of “TSG” when referring to *GOLD®* and insist that programs refrain from using the acronym in any materials they compose/share with their families.

Permission Line:

When including the objectives within documents or handouts, or using a graphical representation of the progressions or colored bands, please use the appropriate permission line as a footnote (if space allows) at the bottom of the page on which the reference or the image first appears, or as an endnote at the end of the document if space at the bottom of the page is limited.

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