Sole Source Notification
Academic Credit for Prior Learning (ACPL) Pilot for Paraeducator Pathways

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.

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

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: ***924-05****-Advisory Services, Educational;* ***924-18****-Educational Services, Alternative;* ***924-19****-Educational Research Services;* ***924-64****-Partnering Workshop Facilitation Services*

The Professional Educator Standards Board (PESB) intends to award a $170,735 sole source contract to Council for Adult and Experiential Learning (CAEL), Inc. for the period of September 2026, through July 31, 2027.

The purpose of this contract is to support PESB, in partnership with Washington Student Achievement Council (WSAC), in developing consistent, accessible, and rigorous Academic Credit for Prior Learning (ACPL) pathways that recognize verified paraeducator training and work-based learning toward postsecondary credentials and teacher preparation. The Contractor will conduct institutional reviews at eight pilot sites, including policy and process analysis, stakeholder interviews, individual site profiles, and a cross-site synthesis. The Contractor will provide technical assistance to develop competency crosswalks, shared evidence and portfolio tools, unified ACPL and transfer-credit guidance, and joint articulation agreements across associate, bachelor’s, and graduate/teacher-preparation pathways. The Contract also includes project convenings, integrated project management, recommendations for future phases, and access to ACPL research, professional development, communities of practice, and national peer connections.

Consultants contemplating the above requirements shall submit capability statements detailing their ability to meet the state's requirements ***no later than 5:00 pm on September 17, 2026***. Capability statements must address the following state requirements:

- Demonstrated understanding of paraeducator roles and experience in Paraeducator-specific ACPL pathway development
- Experience with cross-institutional work across associate, bachelor's, and graduate or teacher-preparation pathways
- Coordination of policy, competency crosswalks, documentation, and articulation work among multiple institutions and credential levels
- Capacity to manage the multi-site project and complete the required deliverables within given timeframe
- Ability to provide pilot sites with established ongoing standards-based ACPL capacity building and peer learning network.

In the absence of other qualified sources, and pending approval by the Department of Enterprise Services, it is PESB's intent to make a sole source award of the contract mentioned above to Council for Adult and Experiential Learning (CAEL), Inc.

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

Kyla L. 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?*

  Washington has a persistent educator shortage across roles, content areas, and geographic regions, and the teacher workforce remains less racially and geographically representative than the students it serves. PESB's educator-workforce strategy includes strengthening equitable "grow your own" pathways for people already living and working in Washington communities.

  Paraeducators are a particularly important pathway population. Washington's Paraeducator Certificate Program establishes statewide standards-based training and a career growth ladder for paraeducators who wish to advance in the profession or pursue teaching. Paraeducators also acquire substantial job-embedded learning through direct service to students, collaboration with certificated educators, and experience in specialized instructional settings. However, participating colleges and educator-preparation programs do not yet have a consistent cross-institutional method for evaluating this learning, documenting evidence, mapping it to credit-bearing courses, or ensuring that awarded credit is stackable and transferable.

Without a coordinated ACPL framework, paraeducators may be required to repeat learning they have already demonstrated, pay tuition for duplicative coursework, and navigate inconsistent institutional policies. These barriers increase the time and cost of degree completion and can discourage experienced paraeducators from entering the teacher pathway.

The contract addresses this problem by establishing a common evidence base across eight pilot sites, identifying policy and process gaps, and producing shared crosswalks, documentation tools, and articulation agreements. The work is designed to preserve academic rigor by awarding credit only for documented, college-level learning while creating a more efficient and equitable route from paraeducator training and experience to credentials and teacher certification.

RCW: 28B.77.230(1)(a)-(g) establishes statewide ACPL goals, including increasing credit that applies to credentials, ensuring high-quality course-level competencies, developing transparent policies, improving assessment practices, building faculty and staff expertise, developing articulation agreements, and tracking outcomes. The contract directly advances these goals through institutional policy and process reviews, capacity building, shared tools, competency crosswalks, and joint articulation agreements.

WAC: Chapter 179-21 Authorizes the Paraeducator Board to make policy decisions that increase opportunities for paraeducator advancement through advanced education. The contract meets the directive of the Paraeducator Board's scope and authority.

Sole Source Criteria

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

  CAEL is uniquely positioned to perform this integrated scope of work for the following reasons (NOTE: Washington uses Academic Credit for Prior Learning (ACPL) and nationally, credit for prior learning (CPL) is more commonly used):

  - CAEL is a recognized national leader in Academic Credit for Prior Learning. CAEL is a national nonprofit organization founded in 1974 whose core work is aligning education and employment for adult learners. CAEL has also worked on paraeducator ACPL initiatives in other states, giving it direct experience applying prior-learning practices to paraeducator training, work experience, and college pathways. Its publicly described expertise includes credit for prior learning/prior learning assessment (CPL/PLA), policy creation and refinement, process mapping, crosswalking employer training to college credit, career-pathway mapping, and developing sustainable institutional policies and partnerships.

- CAEL created nationally recognized standards for assessing prior learning. CAEL developed and maintains the Ten Standards for Assessing Learning. These standards include the principles that credit is awarded for demonstrated learning rather than experience alone and that credit decisions are made by appropriate subject-matter and credentialing experts. Washington's ACPL guidance has long aligned with and cited CAEL standards and research, making CAEL's framework directly relevant to the State's quality-assurance requirements.
- CAEL's service model matches the full scope of the project. Its work includes multi-institution CPL readiness and policy reviews, stakeholder engagement, competency crosswalks, shared documentation, articulation facilitation, adult-learner equity analysis, and integrated project management. This combination is broader than a training evaluation, registrar practice guide, or general higher-education consulting engagement.
- CAEL provides an established national membership network in addition to consulting services. Participating institutions receive access to CPL research, toolkits, webinars, microcourses, communities of practice, and a national peer network during implementation. This allows institutions to learn from ACPL professionals across the country, access current practices and resources, and continue building staff capacity throughout the pilot. The membership supports long-term institutional capacity rather than ending with a one-time report.
- CAEL's work supports direct alignment between the PESB and WSAC initiatives. PESB's paraeducator work is intended to align with WSAC's related ACPL initiative. Using the same Contractor and standards-based methodology avoids parallel assessment frameworks, incompatible documentation, duplicative stakeholder engagement, and a separate state-funded process to reconcile different approaches. The value comes from the continuity and integration of the work, not from past performance alone.
- CAEL brings current national research and implementation knowledge. CAEL and WICHE have produced national research on CPL outcomes and equity, giving CAEL access to current evidence and implementation examples relevant to adult learners, lower-income students, Black learners, and community-college populations. All populations that paraeducators represent.

Sources: *CAEL, Ten Standards for Assessing Learning; CAEL, About/Why We Do It; CAEL CPL service descriptions; WSAC Academic Credit for Prior Learning Handbook; WICHE recognition-of-learning resources; CAEL-WICHE CPL research.*

- *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.*

  PESB compared the required work with available staff expertise, assignments, and capacity. PESB staff possess subject-matter expertise in Washington educator standards, paraeducator certification, educator-preparation program approval, workforce policy, and implementation. Those competencies are essential to the project, but they are not a substitute for specialized, national ACPL institutional consulting.

  The scope requires expertise in postsecondary ACPL and transfer-credit policy; portfolio and evidence-based assessment; registrar, advising, financial-aid, enrollment, and data-system workflows; crosswalking verified workforce learning to credit-bearing courses; and facilitating agreements among autonomous two-year, four-year, public, private, and graduate teacher-preparation programs. It also requires an objective cross-site review and national benchmarking.

  The eight-site proposal estimates 120 hours for articulation work alone, excluding SWOT/needs assessments, policy review, stakeholder interviews, shared templates, convenings, project management, and final reporting. Reassigning this work to agency staff would displace core regulatory and program responsibilities and still would not supply the required specialized ACPL methodology, national standards, or institutional network.

  PESB staff will remain responsible for state-policy decisions, Washington educator-content expertise, stakeholder access, timely review, and contract oversight; the Contractor will perform the specialized external assessment, facilitation, and technical-assistance functions.

  PESB examined other public resources and partnered with the Washington Student Achievement Council (WSAC) because they have the statutory statewide ACPL coordination role under RCW 28B.77.230. WSAC is a necessary policy and implementation partner, but it is not a substitute for the contracted services. WSAC must retain its convening, oversight, and statewide coordination role and does not have dedicated capacity to independently conduct eight institutional reviews, facilitate all interviews, create the cross-site analysis, develop work-based competencies for paraeducator-specific crosswalks and templates, and manage joint cross-institutional articulation negotiations.

  The pilot institutions control their own academic policies and credit-award decisions. No single institution can objectively assess all participating sites or independently establish a joint agreement binding the other institutions. Sector organizations such as the State Board for Community and Technical Colleges and the Council of Presidents provide system coordination but do not replace the institution-level consulting, facilitation, and national ACPL capacity-building package required here.

Educational Service Districts support K-12 districts and paraeducator professional development, but they do not govern postsecondary ACPL, transfer-credit, degree-audit, registrar, or educator-preparation articulation decisions. Using an ESD would therefore not meet the core business need.

The selected model preserves public accountability: PESB and WSAC lead policy and decisions; institutions retain academic authority; and the Contractor supplies specialized, and neutral technical assistance using a common methodology across all sites.

- *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.*

PESB searched DES Statewide Contracts using the search term "Educational consulting," which produced three results, of which only Business Consulting Services (contract #01620) was explored. Of the 35 nonduplicated results, one website could not be validated, 30 did not contain "Academic Credit for Prior Learning" or combination thereof. The four that did include the term did not offer that type of work in their consulting services, it was only in reference materials.

PESB searched the OMWBE Dataportal using NAICS Code 61170 – Educational and Academic Consulting, as the search term. PESB searched all 18 vendor websites, and none contained mention of ACPL or CPL work.

PESB searched WEBS, including terms "Academic Credit for Prior Learning" and "Credit for Prior learning," which yielded no results.

PESB consulted a WEB Search that identified three national leaders, beside CAEL in ACPL/CPL work:

1. American Council on Education
    - Emailed through their site requesting follow up. No response was received.
2. Center for Innovation in Education
    - Emailed through their site requesting follow up.
    - Met with team via Zoom for an informational interview.
    - Determined hey did not have paraeducator-specific ACPL experience nor an established ACPL network of peers for pilot sites.

3. Student Ready Strategies
    - Emailed through their site requesting follow up.
    - Sent a follow up email with contract requirements
    - They replied and PESB determined from their response they did not meet the criteria.

- *Per the Supplier Diversity Policy, DES-090-06: was this purchase included in the agency's forecasted needs report?*
  No.

- *Describe what targeted industry outreach was completed to locate small and/or veteran-owned businesses to meet the agency's need.*
  There was no direct targeted outreach done. PESB conducted a search of OMWBE database on June 30, 2026, and found no vendors who indicated they did work in Academic Credit for Prior Learning (ACPL) or Credit for Prior Learning (CPL). A follow up search in WEBS was conducted on July 30, 2026, and no vendors were found specific to the work outlined in this contract.

- *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.*
  Although the procurement is complex, the services are a single, integrated body of work. CAEL will use one consistent methodology to assess participating institutions, synthesize findings across sites, and use those findings to support shared Academic Credit for Prior Learning policies and joint articulation agreements. The institutional reviews are not independent deliverables; each directly informs the cross-site analysis and final agreements.

  Unbundling the work among multiple contractors would create a risk of inconsistent methods, conflicting recommendations, duplicated stakeholder engagement, and delays while PESB and WSAC reconcile separate work products. Keeping the work under one contract provides consistent analysis, coordinated decision-making, and a single point of accountability for the final statewide pilot outcomes.

- *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).*
  Contracting with CAEL avoids the cost and risk of dividing an integrated, eight-institution project among multiple contractors. CAEL's institutional services are priced at $132,000, or $16,500 per institution, and integrated project management is $26,400 over 11 months, or $2,400 per month. Introducing another contractor would require separate onboarding, duplicate data requests and stakeholder meetings, additional contract administration, and reconciliation of different methods and recommendations. Even a 25%–50% increase in coordination effort would create an estimated $6,600–$13,200 in

additional project-management costs, exclusive of the second contractor's professional fees.

CAEL's existing alignment with WSAC's related ACPL initiative also reduces learning curve, delay, and rework costs. A replacement contractor would need to learn the project's institutional structure, paraeducator context, ACPL standards, pathway levels, and existing WSAC methodology before substantive work could begin. At the established project-management rate, a three- to six-month delay would create at least \$7,200–\$14,400 in additional costs. Duplicated orientation, interviews, reviews, and reconciliation could reasonably consume 200–300 hours of PESB, WSAC, and institutional staff time; at an estimated fully loaded rate of \$60 per hour, that represents another \$12,000–\$18,000. If inconsistent findings required rework equal to only 10% of the institutional services amount, the exposure would be approximately \$13,200; at 20%, it would rise to \$26,400.

The bundled membership structure provides additional identifiable savings. Because two pilot institutions already have CAEL memberships, PESB avoids purchasing two unnecessary memberships, saving approximately \$4,800 over two years. The negotiated 15% multi-institution discount on the six new memberships provides an additional estimated \$2,160 in savings over two years, for approximately \$6,960 in direct membership cost avoidance, while also providing research, tools, microcourses, webinars, communities of practice, and discounted professional development. In total, integrated delivery mitigates an estimated \$38,760–\$65,760 in reasonably foreseeable cost exposure, while reducing the risk of fragmented analysis, incompatible standards, delayed articulation agreements, and deliverables that require additional public funds to reconcile or redo.

- *Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.*
  No.

- *Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.*
  No.

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

If the sole source filing is not approved, PESB and WSAC would need to redesign the procurement, reduce the scope, or conduct a competitive solicitation. That process would likely prevent the planned September 2026 launch and jeopardize completion by July 2027, disrupting scheduled institutional reviews, interviews, policy analysis, cross-site synthesis, and articulation work across the eight pilot institutions. It could also jeopardize anticipated private funding tied to an October 2026 start. A delayed or separate procurement would further fragment this work from WSAC's related ACPL initiative, requiring PESB and WSAC to reconcile different standards, tools, evidence requirements, and data structures before the results could support broader implementation.

The most immediate consequences would fall on paraeducators. Without shared competency crosswalks, evidence templates, consistent policies, and articulation agreements, paraeducators would continue to receive different credit determinations depending on the institution they attend. Many could be required to repeat learning already gained through state-required training, credentials, and substantial classroom experience. This creates avoidable tuition, fees, books, transportation, childcare, and other attendance costs, while extending the time needed to complete a degree and obtain teacher certification. Each additional academic term also delays the paraeducator's opportunity to move into a certificated teaching position or other advanced educational position and earn the higher compensation associated with that role. The current justification identifies these inconsistent policies, duplicated coursework, added costs, and longer completion timelines as existing barriers the ACPL pilot is intended to address.

The delay would also directly affect Washington students and school districts. Washington continues to face persistent teacher shortages, particularly in special education, bilingual education, STEM, and rural communities. At the same time, approximately 45%–50% of Washington's K–12 students are students of color, while only about 13%–14% of teachers are people of color. Paraeducators are among the most diverse segments of the educator workforce and already possess school-based experience, community relationships, and demonstrated commitment to students. Delaying their progression into teaching prolongs vacancies and reliance on emergency substitutes or out-of-endorsement assignments and postpones an important opportunity to build a teacher workforce that better reflects Washington's students. Students—especially students of color—would continue to experience the academic and relational consequences of both the teacher shortage and the persistent educator-representation gap.

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.*

  PESB determined that the negotiated cost is fair and reasonable through comparison with Washington State consulting rates, CAEL's earlier proposal, and CAEL's published institutional membership pricing.

  - Washington State consulting-rate comparison. PESB reviewed the maximum hourly rates available through DES Statewide Contract 01620, Business Consulting Services, and calculated an average maximum hourly rate of $283.54. Excluding membership, CAEL's professional-service fees total $158,400: $132,000 for institutional services and $26,400 for project management. At the statewide-contract benchmark, this amount is equivalent to approximately 559 consulting hours. The $132,000 institutional-services component equates to approximately 466 hours, or 58 hours per pilot institution. This is reasonable for conducting eight institutional assessments; stakeholder interviews and focus groups; ACPL and transfer-credit policy reviews; individual site profiles; a cross-site synthesis; competency crosswalks; shared documentation tools; unified policy development; joint articulation agreements; two in-person convenings; and final recommendations.
  - Reasonable project-management cost. The $26,400 project-management fee equals $2,400 per month over the 11-month contract period. It covers coordination with PESB, WSAC, and eight autonomous institutions; monthly check-ins; ad hoc meetings; interview and deliverable coordination; and management of the integrated project schedule. An average of project management statewide contracts was $200/hour, this represents 132 hours of consulting, or 12 hours per month.
  - Documented membership discounts and cost avoidance. CAEL's listed institutional membership price is $1,200 annually. The membership calculation prorates existing institutional memberships, applies a 15% multi-institution discount of $2,565, and provides PESB's membership at no cost, valued at $2,200 over the membership period. These adjustments reduce the listed membership cost by $4,765, resulting in a final membership price of $12,335 through June 30, 2028. Membership provides the eight pilot institutions with group access for unlimited individuals to CAEL's Member Hub, research, toolkits, webinars, microcourses, communities of practice, professional networking, and discounted training and events.

  The final line items—$132,000 for institutional services, $26,400 for project management, and $12,335 for membership—total $170,735. Collectively, the statewide-rate comparison, fixed project-management amount, and documented membership discounts support the conclusion that the negotiated price is fair and reasonable.

Attachment 2 – Proposed Draft Sole Source Contract

See next page

CONTRACT FOR SERVICES
Contract No. 20270048

between

PROFESSIONAL EDUCATOR STANDARDS BOARD
STATE OF WASHINGTON
(hereinafter referred to as PESB)
Old Capitol Building, PO Box 47200
Olympia, WA 98504-7200

and

COUNCIL OF ADULT AND EXPERIENCIAL LEARNING, INC.
CAEL
(hereinafter referred to as Contractor)
301 Grant Street #270
Pittsburgh, PA 15219-0019

Taxpayer Identification #41-2349370
Unified Business Identifier #606-236-333

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

I. RECITALS

The Professional Educator Standards Board resides within the Office of Superintendent of Public Instruction (hereinafter referred to as OSPI) for administrative purposes only. While OSPI is not a party to this Contract, OSPI Financial Services is responsible for executing this agreement and making payment to the Contractor on behalf of PESB, as specified within the Duties of the Professional Educator Standards Board and OSPI section.

II. DUTIES OF THE CONTRACTOR

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

Support PESB, in partnership with Washington Student Achievement Council (WSAC), in developing consistent, accessible, and rigorous Academic Credit for Prior Learning (ACPL) pathways that recognize verified paraeducator training and work-based learning toward postsecondary credentials and teacher preparation. The Contractor will conduct institutional reviews at eight pilot sites, including policy and process analysis, stakeholder interviews, individual site profiles, and a cross-site synthesis. The Contractor will provide technical assistance to develop competency crosswalks, shared evidence and portfolio tools, unified ACPL and transfer-credit guidance, and joint articulation agreements across associate, bachelor's, and graduate/teacher-preparation pathways. The Contract also includes project convenings, integrated project management, recommendations for future phases, and access to ACPL research, professional development, communities of practice, and national peer connections.

II.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 PESB Contract Manager:

Contractor shall perform the duties outlined in Attachment B – Statement of Work for CAEL/PESB

II.C. **Deliverables.** The Contractor shall provide the following deliverables to the PESB Contract Manager by the dates indicated below:

SCHEDULE OF DELIVERABLES	
Deliverable	**Due Date**
1. Kick-off Convening (September 16, 2026 in Olympia, WA) a. Preliminary site review report of pilot sites b. Full-day (8 hour) presentation/workday for pilot site ACPL staff and administration	September 23, 2026
2. CAEL Membership for pilot sites	Upon Contract Execution
3. Project Management a. protocols established with meeting date/times throughout project period	September 30, 2026
4. Closing Summit (modality TBD) a. Share findings and next steps with pilot site ACPL leaders b. Share completed unified ACPL and Transfer Credit policies for each site	July 15, 2027
5. Final Written Report to PESB, including: a. All interviews, meetings, and deliverables for each institution b. Current state and needs assessment for each site around CPL and Transfer Credit Policy c. Joint articulation agreements for “bundle” of classes for paraeducators along all pathway levels d. ACPL Competency Crosswalk aligned to paraeducator training and experience e. Analysis of go-forward recommendations for future phases.	July 15, 2027

II.D. Unless exempted by PESB, all written documents required under this Contract shall be produced in a format~~,~~ compliant with the Americans With Disabilities Act and meet or exceed Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA, which is hereby incorporated by this reference. In the event that the materials are not compliant, PESB may require Contractor to promptly make modifications that will make the materials Accessibility compliant. Additionally, PESB shall have the right to modify or copy the materials in order to make them accessible.

III. 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:

September 18, 2026, date of approval by DES, or date of execution, whichever is later, through July 31, 2027.

Year 1: September 18, 2026, or date of execution, whichever is later, through June 30, 2027.
Year 2: July 1, 2027, through July 31, 2027.

IV. INVOICING & PAYMENT

IV.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 one hundred seventy thousand, seven hundred thirty-five dollars ($170,735.00) as noted below in part B, Schedule of Payments. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

IV.A.2. **Funding Source.** Funds for the payment of this Contract are provided one hundred percent (100%) by state dollars.

IV.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.

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

Contractor shall submit invoices to the PESB Contract Manager in accordance with the Schedule of Payments set forth below:

SCHEDULE OF PAYMENTS		
Deliverable	**Deliverable Due Date**	**Payment Amount**
1. Kick-off Convening 2. CAEL Membership for pilot sites 3. Initial Project Management	September 30, 2026	$85,335
4. Closing Summit 5. Final Written Report	July 15, 2027	$85,400

IV.B.2. **Invoice Requirements.** The invoices shall document to the PESB Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the PESB Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by OSPI Agency Financial Services. In instances where multiple deliverables are due within one month, the Contractor shall combine the payment and submit only one (1) invoice for the month.

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

- PESB 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
- When travel reimbursement is allowable, include depart/return times
- 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. PESB shall have no obligation to pay Contractor for any services that do not comply with this Contract.

IV.B.3. **Invoice Requirements.** If errors are found in the submitted invoice or supporting documents, the PESB 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 PESB Contract Manager.

IV.B.4. **Errors & Corrections.** Final payment shall be made after acceptance by the PESB Contract Manager if received by within sixty (60) days after the Contract expiration date, unless negotiated with the PESB Contract Manager and the OSPI 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 PESB's sole discretion, and any such potential payment is contingent upon the availability of funds.

V. 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	PESB
Intentionally left blank	Intentionally left blank

VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

VII. APPROVAL

This Contract shall be subject to the written approval of OSPI's authorized representative, on behalf of PESB, 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.

Council for Adult and Experiential Learning (CAEL), Inc.	Superintendent of Public Instruction State of Washington
Signature	Kyla L. Moore, Contracts Administrator
Printed Name	Date
Title	
Date	
Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.	Approved as to FORM ONLY by the Assistant Attorney General

Attachment A
Contract for Services
GENERAL TERMS AND CONDITIONS
PROFESSIONAL EDUCATOR STANDARDS BOARD (PESB)

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/PESB and the Contractor, including any attachments, exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

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

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

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

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

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

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to OSPI/PESB, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

2. **Alterations and Amendments.** This Agreement may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of OSPI/PESB.

5. **Assurances.** OSPI/PESB 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 OSPI/PESB, 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 OSPI/PESB.

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 OSPI/PESB if, during the term of this contract, Contractor becomes debarred. OSPI/PESB may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

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

10. **Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

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

    The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify OSPI/PESB 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 OSPI/PESB 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 OSPI/PESB or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

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

14. **Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by OSPI/PESB. OSPI/PESB 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 OSPI/PESB effective from the moment of creation of such Materials.

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

Contractor understands that, except where otherwise agreed to in writing or approved by OSPI/PESB or designee, all original works of authorship produced under this Contract shall carry a **Creative Commons Attribution License**, version 4.0 or later.

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

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

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

The Contractor shall exert all reasonable effort to advise OSPI/PESB, 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. OSPI/PESB 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. OSPI/PESB 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. OSPI/PESB shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

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

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

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

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

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

20. **Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.

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

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

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

    Contractor expressly agrees to indemnify, defend, and hold harmless OSPI/PESB 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 OSPI/PESB shall not be eliminated or reduced by any actual or alleged concurrent negligence by OSPI/PESB or its agents, employees, or officials.

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

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

24. **Insurance.**

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

        1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;

        2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;

        3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

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

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

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

c. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at OSPI/PESB option. By requiring insurance herein, OSPI/PESB 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 OSPI/PESB in this Contract.

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

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

26. Limitation of Authority. Only OSPI/PESB shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by OSPI/PESB.

27. Nondiscrimination.

a. **Nondiscrimination Requirement.** During the term of this Contract, the Contractor, including any subcontractor, shall comply with all the federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to OSPI/PESB. Accordingly, on the bases enumerated at RCW 49.60.530(3), no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. **Default.** Notwithstanding any provision to the contrary, OSPI/PESB may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until OSPI/PESB receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), OSPI/PESB may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. OSPI/PESB shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe OSPI/ PESB for default under this provision.

28. **Overpayments**. Contractor shall refund to OSPI/PESB the full amount of any overpayment under this contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, OSPI/PESB 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 OSPI/PESB. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported invoice for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) Acceptance and certification by the PESB Contract Manager or designee of satisfactory performance by the Contractor.

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

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

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

32. **Records Maintenance.** The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by OSPI/PESB, personnel duly authorized by OSPI/PESB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

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

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

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

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

37. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of OSPI/PESB. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to OSPI/PESB for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

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

38. Subcontractor Payment Reporting. If a subcontractor is used to is 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 OSPI/PESB assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between OSPI/PESB 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 OSPI/PESB Information Technology Services.

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

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

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

    a. At OSPI/PESB’s discretion, OSPI/PESB may give written notice of intent to renegotiate the Contract under the revised funding conditions.

b. At OSPI/PESB's discretion, OSPI/PESB may give written notice to Contractor to suspend performance when OSPI/PESB determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When OSPI/PESB determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.

(3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to OSPI/PESB and an acceptable date cannot be negotiated, OSPI/PESB may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. OSPI/PESB shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. OSPI/PESB may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. OSPI/PESB shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to OSPI/PESB in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

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

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

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

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

a. Stop work under this Contract on the date and to the extent specified, in the notice;

b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

c. Assign to OSPI/PESB, in the manner, at the times, and to the extent directed by OSPI/PESB, all rights, title, and interest of the Contractor under the orders and subcontracts in which case OSPI/PESB has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI/PESB to the extent OSPI/PESB may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to OSPI/PESB and deliver, in the manner, at the times and to the extent as directed by OSPI/PESB, any property which, if the contract had been completed, would have been required to be furnished to OSPI/PESB;

f. Complete performance of such part of the work not terminated by OSPI/PESB; and

g. Take such action as may be necessary, or as OSPI/PESB may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of the Contractor and in which OSPI/PESB has or may acquire an interest.

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

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

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

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

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

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

Attachment B
Statement of Work for CAEL/PESB

This Statement of Work No. One ("SOW") and its attachments (if any) are, by this reference, subject to the terms of and made a part of the Master Services and PESB Contract for Services No. 20270048 by and Council for Adult and Experiential Learning (CAEL), Inc. "CAEL", a Delaware charitable nonstock corporation with its headquarters located at 301 Grant Street, Suite 327, Pittsburgh, PA 15219 and Professional Educator Standards Board ("Client"), a Non-Profit organization. This SOW describes the services to be provided by Client and the fees associated with such services. Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Master Services Agreement.

Description of Process:

- CAEL will conduct a structured analysis at each of the eight pilot sites to assess institutional strengths and weaknesses in Academic Credit for Prior Learning (ACPL) readiness, existing policies and processes, staffing capacity, and data systems; as well as opportunities and potential threats/risks associated with ACPL at the program, institutional, and regional/labor partnerships level.
- CAEL will conduct interviews/focus groups with students, faculty, and university stakeholders/administration in key areas such as enrollment, advising, the registrar's office, and financial aid, and marketing to identify current state and potential gaps in the policies and processes (either on-site or virtual).
- CAEL will produce individual site profiles and a cross-site synthesis, disaggregated by pathway level and institutional context (AA pathways, BA pathways, and graduate-level pathways) and by sector/type (public/private, 2-year and 4-year). These findings will directly inform both current and future pilot design decisions, including assessment workflows, staffing and training needs, documentation requirements, and articulation strategy.
- CAEL will support ACPL Pathway for Paraeducator Training creation and provide targeted technical assistance to pilot sites. In partnership with PESB/WSAC and participating colleges and educator preparation programs, the pilot will develop:
    - ACPL competency crosswalks aligned to paraeducator roles, verified work experience, and relevant trainings/certifications,
    - Shared Documentation and portfolio templates to standardize evidence across sites, and
    - Establish Joint Articulation agreements across pilot sites that define the agreed "bundle of classes" eligible for ACPL across all pathway levels (AAS, Bachelor's, and Graduate/Teacher Preparation), identifying the EDUC course sequence, stackability, transferability, and alignment with educator career progression based on verified experience and aligned credentials.

Scope of Services:

- To encourage cross-institutional communication and collaboration, our recommendation is for this to be an in-person Phase I Kick-off Convening for the 8 pilot institutions to introduce ACPL and the overall project scope, membership benefits, and project goal setting to be held on September 16, 2026. The meeting will include CAEL's *Fundamentals and Benefits of CPL*.

- Complete a current state and needs assessment analysis for each of the 8 identified institutions, including current ACPL and Transfer Credit policy reviews.
- Work with institutional teams to draft a unified ACPL and Transfer Credit policy to be implemented at each of the member institutions.
- CAEL-led Project Management and coordination of any interviews, meetings, and deliverables with each institution in conjunction with PESB leadership.
- CAEL Institutional Membership for each of the 8 institutions for two years (prorated where needed).
- Formal written analysis and go-forward recommendations for future phases of the project.
- Phase I closing summit to review findings and recommendations and to identify next steps for each pair of institutional partners. Recommendation is for this to be in-person.

CAEL Membership

Membership will begin when payment is received for the Membership, unless an alternate date is agreed to by both parties, and will through June 30, 2028. Clients will have the opportunity to renew their membership at-will. Upon the start of membership, all members will agree to the Terms of Use provided on the CAEL Member Hub platform.

	Annual Individual Membership	Annual Group Membership - includes membership for unlimited individuals
Access to CAEL Member Hub - Discussion Forum, Research, Toolkits, Directory	✔	✔
Monthly Member Insider Newsletter	✔	✔
Monthly Member Webinars	✔	✔
Access to Microcourse Professional Development Series	✔	✔
Access to Communities of Practice	✔	✔
Discounts to Events, Training, Products, and Services	✔	✔
Annual ACPL Provider Network Profile		✔
Annual Labor Market Report		✔

Description of Membership Process:
Once payment is received, CAEL's Membership Team will reach out to the membership contact to identify the individuals who will receive membership, agree upon a membership start date, and schedule an onboarding meeting to review benefits.

- Individuals will receive their membership credentials and will be able to access the Member Hub and benefits for two years from the agreed upon start date. They will also receive a series of onboarding emails to help them get acquainted with their benefits.
- The onboarding meeting will be recorded and can be shared with those unable to attend in person.

Membership Timeline:
Upon contract signature:

- Coordinate membership start date, individuals to include, onboarding meeting date (2-3 weeks)
- Deliver onboarding meeting (1 hr, within 3-4 weeks of membership start date)
- Access to member benefits, Member Hub, and events
- Institutions can update their individual members list at any time
- Membership will expire two years after the initial start date, and the institution will be issued a renewal invoice at that time.

Timeline:
Expected time from contract signature to final delivery of report and Phase I closing summit. The prices quoted in this section are applicable for 60 days, beginning from the date of this proposal.

Timeline	Fall 2026 (Sept. 1 – Dec.15)	Winter 2027 (Jan. 15- March 31)	Spring 2027 (April 1- June 30)	Summer 2027 (July 1 – July 31)
Phase I Kick-off Convening & ACPL Seminar	X			
Begin information gathering and setting up focus group interviews, conduct interviews with each institution	X	X	X (as needed)	
Complete analysis of written policies and documented processes.			X	
Develop comprehensive report with institutional and aggregate data for review			X	

Deliver report and recommendations for additional phase(s) to PESB leadership				X
Phase I Closing Summit with all institutional partners				X
CAEL Membership	X (from contract execution- June 30, 2028)	X	X	X

* Tentative completion dates are contingent upon the Client providing information, materials, and scheduling training dates in a timely manner.

Project Assumptions:

- All Services will be performed remotely unless otherwise agreed to by the parties in advance. Any onsite services will be subject to expense reimbursement and potentially a change in the scope of services.
- Client will provide the appropriate functional and technical staff to support CAEL in the effort outlined in this SOW.
- Client's core team is responsible for coordinating and driving the decision-making process within the Client organization. Delays in decision making processes that prevent moving on to subsequent project phases may result in additional costs and/or extension to the project plan.
- Client's core team is responsible for leading the requirement gathering process at Client. Any additional effort required of CAEL to help facilitate the requirement gathering process is not in scope of this SOW and, if required, will be estimated separately.
- Timely decisions regarding implementation documentation to be completed by Client and is critical to ensure delivery dates are achieved.

CAEL Fees, Invoicing, and Payment Schedule:

Service	Fees (USD)
Service Type	
• Institutional Review, including SWOT and Needs Assessment, Policy and Process Analysis, with written report. • Includes in-person Kick-off convening and Phase I project closing summit • $33,000 x 4 (paired institutions)	**$132,000**
• CAEL Institutional Membership for Pilot Sites from September 2026 to June 2028. ○ Membership begins upon payment of the first invoice that includes the full membership amount. • First year memberships will be pro-rated for partial year • Group discount 15% • PESB Membership – comped	**$12,335**
• Project Management by CAEL Staff Member working directly with PESB and individual institutions with monthly check-in meetings and ad hoc sessions as required.	**$26,400**
Total Fees	**$170,735**

Payment Schedule		
Deliverable	**Due Date**	**Invoice Amount**

• Kick-off Convening (September 16, 2026 in Olympia, WA)
  ○ Preliminary site review report of pilot sites
  ○ Full-day (8 hour) presentation/workday for pilot site ACPL staff and administration
• Membership delivered to all sites
	September 30, 2026	$60,000
		
		$12,335

● Initial Project Management protocols established with meeting date/times throughout project period **TOTAL**		$13,000 **$85,335**
● Closing Summit (modality TBD) ○ Share findings and next steps with pilot site ACPL leaders ○ Share completed unified ACPL and Transfer Credit policies for each site ● Final Written Report to PESB, including: ○ All interviews, meetings, and deliverables for each institution ○ Current state and needs assessment for each site around CPL and Transfer Credit Policy ○ Joint articulation agreements for "bundle" of classes for paraeducators along all pathway levels ○ ACPL Competency Crosswalk aligned to paraeducator training and experience ○ Analysis of go-forward recommendations for future phases. **TOTAL**	July 15, 2027	$60,000 $13,400 (PM) $12,000 **$85,400**

<u>Sales Tax Exemption Information</u>

Is your organization sales tax exempt?

Y _________ N __________

__________ If yes is indicated above, you must provide a valid copy of the current sales tax exemption certificate to CAEL at the time of contract signing. If one is not provided, you may be charged sales tax upon billing.

___________ I understand that my organization may be charged sales tax if a valid sales tax exemption certificate is not provided to CAEL prior to the first invoice. Please email a copy of the sales tax exemption certificate to CAEL Operations at operations@cael.org.

CAEL CLIENT MASTER SERVICES AGREEMENT

The following terms and conditions constitute the binding and enforceable Agreement by and between Council for Adult and Experiential Learning (CAEL), Inc., a Delaware charitable nonstock corporation with its headquarters located at 301 Grant Street, Suite 327, Pittsburgh, PA 15219, and Professional Educator Standards Board ("Client"), a non profit organization located at Old Capitol Building, 600 Washington Street SE, Olympia, WA 98504-7236, governing CAEL's provision of Services to Client.

1. Definitions. The following terms, when capitalized, shall have the meanings set forth below:

1.1 "Agreement" means this Master Services Agreement and any Statements of Work, collectively. The Parties acknowledge that the provision of Services is conditioned upon the placement of a Statement of Work.

1.2 "Confidential Information" means information that one party hereto (the "Disclosing Party") provides to the other party hereto ("Receiving Party") pursuant to this Agreement that is identified in writing or orally at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

1.3 "Client Data" means any data, information, or material submitted by Client, or stored by Client or any Permitted User as part of the Services.

1.4 "Cloud-Hosted Services" means the Credit Predictor Pro and Credit Predictor Standard platforms made available to Client via CAEL's online, web-based platform and applications, which are hosted and provided as a software-as-a-service.

1.5 "Effective Date" means the signature date of the OSPI Contract Administrator of the start date listed in PESB Contract for Services No. 20270048, whichever is later.

1.6 "Initial Term" means with respect to a given Statement of Work, the period of time identified in the Statement of Work as the "Initial Term."

1.7 "Intellectual Property Rights" means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.

1.8 "Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

1.9 "Modifications" means any work based on or incorporating all or any portion of the Services, including, without limitation, changes, modifications, enhancements, and customizations to the Services.

1.10 "Parties" means CAEL and Client, collectively.

1.11 "Permitted User" means any user-given permission by Client to access the Services.

1.12 "Renewal Term" means an automatic renewal term as described herein unless earlier terminated or prevented pursuant to this Agreement.

1.13 "Security Documentation" means the Whitepaper and any additional user guidance containing functional specifications for the applicable Services that CAEL may provide to Client from time to time.

1.14 "Services" means any services that CAEL provides to Client pursuant to a Statement of Work and may include more than one type of service.

1.15 "Statement of Work" or "SOW" means a document for the purchase of Services hereunder and entered into between CAEL and Client. SOWs are deemed incorporated herein by reference.

1.16 "Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charges), GST (subject to reverse charge), excise, sales, use or withholding taxes.

1.17 "Term" means the term of this Agreement, or the Initial Term and all Renewal Terms of an SOW, as the context requires.

1.18 "Whitepaper" means CAEL's security approach for Cloud-Hosted Services, which is hereby incorporated by reference, as the same may be modified from time to time by CAEL.

2. Term and Termination.

2.1 Term. This Agreement will be in accordance with Contract for Services, Section III. Period of Performance.

2.2 Termination by Client or CAEL. Omitted by Client.

2.3 Effect of Termination. Except as specifically stated herein, no refunds of payments will be made upon termination of this Agreement or any SOW, unless termination of this Agreement is a result of a breach by CAEL under Section 2.2, in which case Client will be entitled only to a refund of the pro rata portion of fees associated with the remainder of the then-current Initial Term or Renewal Term, as applicable, of the relevant SOW. Client understands and agrees that upon expiration of the applicable Initial Term or Renewal Term of a SOW, the licenses granted under the SOW will be revoked, and CAEL may deactivate Client's account, provided that CAEL shall provide Client with at least thirty (30) days prior written notice and a reasonable transition period of up to sixty (60) days to retrieve Client Data and transition to alternative services. In no event shall any termination relieve Client of the obligation to pay any fees payable to CAEL for the period prior to the effective date of termination.

3. Scope of Work.

3.1 Services. During the Term, CAEL agrees to provide Services that the Client authorizes by the placement of SOWs. No obligation for Services or costs shall be incurred by either party unless and until an SOW has been executed by the Parties. Each SOW shall contain a description of the Services to be performed, the delivery or performance schedule, and all costs. Nothing will preclude or limit CAEL from providing Services to other customers, irrespective of the possible similarity of Services delivered to Client.

3.2 Suspension of Services. CAEL reserves the right to suspend provision of any Services: (i) as provided in Section 4.2 (with respect to overdue payments); (ii) if Client is otherwise in breach of this Agreement; or (iii) if such suspension is necessary to comply with any applicable law or order of any governmental authority.

3.3 Implementation of Services. CAEL's provision of Services is dependent on the Client fully performing any Client responsibilities identified in this Agreement, including but not limited to, providing information required for implementation. CAEL's delay or nonperformance of the Services will be excused to the extent resulting from Client's delay or nonperformance of the Client's responsibilities. CAEL shall provide Client with notice of Client's nonperformance and use commercially reasonable workaround efforts, provided that, if CAEL's workaround efforts would require additional cost or a significant delay, CAEL shall notify Client, and CAEL's obligation to perform workarounds will be subject to the parties' execution of an additional or amended SOW.

3.4 Modification of Agreement. From time to time during the Term of this Agreement, CAEL and Client may mutually agree to amend the Agreement or an SOW to preserve the objectives of the relationship between the Parties. Such an amendment must be made in writing and signed by an authorized representative of both Parties. If the Parties desire to expand the scope of Services, the Parties may do so by executing an additional SOW.

3.5 Third-Party Data. Portions of the Services may use data provided to CAEL under license. For any third-party data that is attributed to a third-party, Client shall maintain the attribution in any publishing of such data in any format. CAEL cannot guarantee the accuracy of such data or that the third-party(ies) will continue to provide the data necessary for CAEL to satisfy its obligations under an SOW. If a third-party provider ceases to provide the data necessary for CAEL to satisfy its obligations under an SOW, then CAEL reserves the right to provide substantially similar data from another source or to cancel the SOW if CAEL cannot obtain substantially similar data from another source. In the event CAEL cancels a SOW under this Section, CAEL will refund to Client the pro rata portion of fees associated with the remainder of the then-current Initial Term or Renewal Term, as applicable, of the relevant SOW.

3.6 Security Documentation. If the Services provided by CAEL to Client include Cloud-Hosted Services, CAEL will provide a Whitepaper documenting its approach to system security with respect to Cloud-Hosted services, including physical security of the hosting location, network, and internal systems security and protection of Client Data, as well as plans for managing business continuity. The Whitepaper and Security Documentation for Cloud-Hosted Services are incorporated into this Agreement by reference. Additional audits or completion of questionnaires requested by the Client will be priced at time and materials.

4. Fees and Payment. Payment will be made in accordance with Contract for Services, Section IV. Invoicing & Payment.

5. Warranty and Disclaimer of Warranties.

5.1 Limited Warranty. CAEL represents and warrants that it will use commercially reasonable efforts to perform the Services in a professional and workmanlike manner. If CAEL breaches the foregoing warranty and Client notifies CAEL of such breach within ten (10) days after the completion of the Services in question, then, as Client's sole and exclusive remedy and CAEL's entire liability rising from or related to such breach, CAEL will repair, replace, or re-perform the nonconforming Services.

5.2 Cloud-Hosted Services. If the Services provided by CAEL to Client include Cloud-Hosted Services, CAEL warrants that the Cloud-Hosted Services will be provided in accordance with this Agreement, the Security Documentation, and the Whitepaper during the Initial Term and any Renewal Term, subject in all events to the limitations set forth below and the payment by Client of the applicable fees. This warranty will not apply and shall be void if: (i) Client uses the Services other than in accordance with this Agreement, the Security Documentation, and the Whitepaper; or (ii) Modifications are made to the Services other than by CAEL.

5.3 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5.1 AND 5.2 (IF APPLICABLE) OF THIS AGREEMENT, CAEL HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL DATA PROVIDED VIA THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAEL DOES NOT WARRANT THAT THE SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. CAEL DOES NOT PROVIDE ANY WARRANTIES WITH RESPECT TO ANY THIRD-PARTY DATA OR SOFTWARE INCORPORATED INTO OR RELATING TO THE SERVICES OR ANY WEBLINKS OR THIRD-PARTY WEBSITES RELATING TO THE SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CAEL OR ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS, OR AGENTS SHALL INCREASE THE SCOPE OF THE EXPRESS WARRANTIES STATED ABOVE OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES, OR CONDITIONS.

CERTAIN SERVICES PROVIDED BY CAEL UTILIZE THE INTERNET. CAEL DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CAEL DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CAEL'S OR CLIENT'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET

SERVICES PROVIDED OR CONTROLLED BY THIRD-PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD-PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEROF). ACCORDINGLY, CAEL DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE ABOVE EVENTS.

5.4 Client Warranties. Client warrants that: (i) it has all rights in and to the Client Data, including the rights necessary to permit CAEL to perform its obligations under this Agreement and the Services; and (ii) the Client Data or the media on which the Client Data resides does not contain any Malicious Code.

6. Ownership and Intellectual Property.

6.1 License. If the Services provided by CAEL to Client include Cloud-Hosted Services then, subject to the terms of this Agreement, CAEL grants to Client and Client accepts a limited, revocable, nonexclusive, nontransferable, and nonsublicensable license to use the Security Documentation and the Cloud-Hosted Services on Client's equipment that meets the minimum requirements identified by CAEL and only during the Initial Term or any Renewal Term.

6.2 Retained Rights. Client's rights in the Services are limited to the licenses expressly granted in this Agreement or an SOW. CAEL reserves and, except for any license grant in this Agreement or an SOW, shall remain the sole and exclusive owner of all Intellectual Property Rights in the Services not expressly granted to Client. All updates, upgrades, enhancements, improvements, corrections, Modifications, amendments, adaptations, suggestions, or other changes, or new modules made, designed, formulated, discovered, or otherwise developed with regard to the Services, whether or not (i) made or developed at Client's request; (ii) made or developed in cooperation with Client; or (iii) made or developed by Client, will be solely owned by CAEL. Client acknowledges that the Services contain Confidential Information of CAEL and Client agrees not to take any step to derive a source code equivalent of the Services (e.g., disassemble, decompile, or reverse engineer the Services) or to permit any third-party to do so. CAEL retains title to all material originated or prepared for the Client under this Agreement. Client is granted a license to use such materials in accordance with this Agreement.

6.3 Materials Ownership. Materials developed solely by CAEL prior to the Term of this Agreement, shall belong to and be the sole and exclusive property of CAEL. Materials developed solely by Client prior to the Term of this Agreement shall belong to and be the sole and exclusive property of Client. Materials developed under any SOW shall belong to CAEL, unless stated otherwise in a SOW. To the extent Client grants CAEL the right to use any pre-existing Client-owned intellectual property in the materials developed under any SOW, Client grants to CAEL a non-exclusive, worldwide, royalty-free, perpetual license for use of such intellectual property and/or content in the materials. Notwithstanding the foregoing, any right of CAEL to use Client's intellectual property or content shall terminate immediately upon CAEL's breach of this Agreement. Client shall retain rights to share, distribute, and utilize reports and materials created during the Term of this Agreement. At the completion of any SOW, CAEL will reserve the right to use materials for future engagements, including but not limited to speaking engagements, presentations, conference panels, and when relevant in new projects with similar scope.

6.3 Restrictions. Client and the Permitted Users shall not: (i) modify, copy, adapt, translate or create any derivative works based on the Security Documentation, Services, or any third-party content provided in connection with the Services, in whole or in part; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Security Documentation, Services, or third-party content provided in connection with the Services available to any third-party, other than as permitted herein; (iii) reverse engineer, disassemble or decompile any portion of the Services or third-party content provided in connection with the Services, including but not limited to, any software utilized by CAEL in the provision of the Services, or otherwise attempt to reduce the Services from machine-readable into human-readable form; (iv) access the Services or third-party content in order to build any commercially available product or service or in order to copy its features or user interface; (v) copy any features, functions, integrations, interfaces or graphics of the Services; (vi) send, store, or authorize a third-party to send or store spam, unlawful, infringing, obscene or libelous material, or Malicious Code using the Services; (vii) attempt to gain unauthorized access to or disrupt the integrity or performance of the Services; (viii) install any interface or integration to the Services; (ix) use the Services or permit the Services to be used for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without CAEL's prior written consent; or (x) use the Services or Security Documentation in any manner that violates any applicable law.

6.4 Government Customer Rights. For purposes of this Agreement and to the extent applicable, the Security Documentation, Cloud-Hosted Services, and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Services and the Security Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

7. Confidentiality.

7.1 Confidentiality. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or would reasonably be understood to be confidential, including, but not limited to, the names, addresses and requirements of customers of CAEL; the terms, including cost and price, of CAEL's products, services, or contractual relations, with such customers; proprietary survey information or questions developed by CAEL, and any other information relating to CAEL's business methods, procedures, processes, policies, and pricing formulas ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the Receiving Party will immediately notify the Disclosing Party of any unauthorized disclosure or access to the Disclosing Party's Confidential Information, and the injured party is entitled to seek equitable relief, including temporary restraining order(s) or a preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. "Receiving Party's Group" shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, members, managers, agents, subcontractors, attorneys, accountants, and financial advisors. CAEL will have the right to freely use and disclose non-personally identifiable data and analyses of the performance and results of its Services for its charitable and marketing purposes.

7.2 Certain Confidential Information. Client acknowledges and agrees that the terms of this Agreement, the Services, and the Security Documentation are Confidential Information of CAEL. CAEL acknowledges and agrees that Client Data is Confidential Information of Client. CAEL may retain and use any Client Data during and after the Term for CAEL's business purposes so long as CAEL's use of the Client Data does not identify the source of such data and is otherwise deidentified with respect to persons and entities other than CAEL or its employees, representatives, or contractors.

7.3 FERPA. Client and CAEL acknowledge that they are subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), for the handling of such information. CAEL will not disclose or use any identifiable student information except to the extent necessary to carry out its obligations under this Agreement and as permitted by FERPA.

7.4 Impact Study. CAEL seeks to better analyze and understand longitudinal outcomes obtained through the usage of its Services to continue to improve the focus and quality of its Services provided to students on Client's behalf. CAEL may design and execute an efficacy study related to the impact of CAEL's Services, at CAEL's expense (a "Study"). The Study may investigate outcomes achieved by students utilizing the Services or estimates of costs per outcome achieved. The parties agree that CAEL may utilize Confidential Information and/or student information in furtherance of a Study, including but not limited to names, birthdates, data regarding student usage of CAEL Services, admissions date, anticipated matriculation date, enrollment, withdrawal, coaching eligibility, first generation college indicator, high school GPA, federal financial aid eligibility status or usage, race/ethnicity, basic demographics, distance from campus or home zip code, military status, FAFSA submission date and status, financial planning data, college GPA, credits earned, major declared, academic standing, student attitudes, future plans, and employment. CAEL may also share Confidential Information and/or student information with third-parties as necessary to conduct a Study, so long as such third-parties are subject to nondisclosure agreements that are no less protective than the Agreement. Client may provide input for consideration to CAEL regarding the design of the Study. CAEL and Client will coordinate in good faith to obtain any necessary Institutional Review Board approval for the Study, at CAEL's expense. CAEL shall share the results of a Study with Client, but such results shall remain the Confidential Information of CAEL (except to the extent the results contain or reveal Confidential Information of Client or student information, which remains the property of Client). Notwithstanding Section 7.3, CAEL may retain Confidential Information or student information until the completion of the Study.

8. Indemnification shall be in accordance with General Terms and Conditions, Section 22. Indemnification.

8.4 Limitations of Liability. CAEL's LIABILITY IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, OR ANY OTHER MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF CAEL IN THE PERFORMANCE HEREOF SHALL NOT EXCEED THE FEE THAT CLIENT ACTUALLY PAID TO CAEL FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CAEL BE LIABLE TO CLIENT OR ANY OTHER PERSON WHATSOEVER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR DIMUNITION IN VALUE OR LOST PROFITS, OR PERFORMANCE OF THIRD-PARTY SYSTEMS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT CAEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CLIENT ACKNOWLEDGES THAT CAEL HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE

UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES HERETO. ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES HERETO IN THE PERFORMANCE HEREOF MUST BE BROUGHT NO LATER THAN ONE (1) YEAR AFTER IT HAS ACCRUED, OR THE CLAIM OR COUNTERCLAIM WILL BE WAIVED, LOST AND FOREVER BARRED.

9. General Provisions

9.1 Publicity. Neither party shall use the other's name or logos without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CAEL may include the Client’s name and logo on a customer list or CAEL website, subject to compliance with any written brand guidelines provided to CAEL The name and logo will be removed within one week of Client’s written request.

9.2 Assignment. shall be in accordance with General Terms and Conditions, Section 4. Assignment.

9.3 Relationship of the Parties. CAEL and Client are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

9.4 Attorney’s Fees. shall be in accordance with General Terms and Conditions, Section 6. Attorney’s Fees.

9.5 Manner of Giving Notice. Notices regarding this Agreement shall be in writing and addressed to Client at the address Client provides in the SOW, or, in the case of CAEL, when addressed to CAEL’s Counsel: Company Counsel LLC, Two Bala Plaza, Suite 300, Bala Cynwyd, PA 19004, and to CAEL’s headquarters address as provided in this Agreement. Notices regarding the Services in general may be given by electronic mail to the Client’s e-mail address on record with CAEL.

9.6 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, pandemic or epidemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

9.7 Entire Agreement. This Agreement (including any SOWs and the applicable Security Documentation referenced herein) represents the entire agreement of the parties hereto and supersedes all prior discussions, emails, and/or agreements, including requests for proposals, between the parties hereto and is intended to be the final expression of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms other than a SOW, including any pre-printed terms on a Client purchase order, the terms of this

Agreement shall prevail. To the extent there is a conflict between this Agreement and any additional or inconsistent terms in an SOW, the SOW shall prevail. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. This Agreement may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Client and CAEL.

9.8 Equitable Relief. Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

9.9 Severability. shall be in accordance with General Terms and Conditions, Section 35. Severability

9.10 Survival. The provisions of this Agreement that, by their terms, are to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

9.11 Electronic Signatures; Counterparts. This Agreement may be executed in counterparts and/or by facsimile or electronic signature, and if so executed, shall be equally binding as an original copy of this Agreement in ink by both parties.

9.12 Choice of Law and Jurisdiction. Unless applicable law requires otherwise, this Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its conflicts of law provisions. Except if prohibited by applicable law, each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of any United States District Court or Delaware court sitting in New Castle County, Delaware in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in either of such courts. Each of the parties hereto irrevocably waives any objection, including, without limitation, any objection on the grounds of *forum nonconveniens*, which it may now or hereafter have to the bringing of any such action or proceedings in such respective jurisdictions.

9.13 WAIVER OF JURY TRIAL. EXCEPT WHERE PROHIBITED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES HERETO IN THE PERFORMANCE OR ENFORCEMENT HEREOF.

[*Signature Page to Follow*]

[*Signature Page to CAEL CLIENT Master Services Agreement*]

CAEL CLIENT MASTER SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by duly authorized representatives as of the Effective Date.

CLIENT	COUNCIL FOR ADULT AND EXPERIENTIAL LEARNING (CAEL), INC.
Signature	Signature
Dr. Kenderick O. Wilson "K.O."	
Printed Name	Printed Name
Program Manager	
Title	Title
ko.wilson@k12.wa.us	
Email Address	Email Address
04-28-2026	
Date	Date

Signature

Kyla L. Moore
Printed Name

OSPI Contracts Administrator (acknowledging on behalf of PESB as its Fiscal Agent)
Title

Kyla.moore@k12.wa.us
Email Address

Date