

RECORD OF CONTRACT

10/26/98

572

057621

NOTE:

All Personal Service Contracts in an amount of \$1,000.00 or more are to be discussed with the deputy superintendent prior to any negotiations with potential contractors. Complete instructions and requirements for entering and preparing a contract are found in the SPI Employee's Handbook. It should be read thoroughly prior to beginning the contract process.

VENDOR OR CLAIMANT <i>Carkhuff Thinking Systems</i>	CONTRACT ORIGINATOR <i>Shirley McCune, Educational Liaison</i>	DATE <i>8/28/98</i>
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10/1/98 - 9/30/00

AGENCY ACCOUNT CODE

FUND	APPROP	SUB-APPROP	PROGRAM	SUB-PROGRAM	OBJECT	SUB-OBJECT	AMOUNT
1. 001	71	AM	011	102A	CH		\$200,000 400,000
2.							
3. <i>001</i>	<i>71</i>	<i>AN</i>	<i>011</i>	<i>102G</i> 102A		<i>9/9/99</i>	<i>200,000</i>
4.							
5.	<i>2nd year grant not yet received. Hold encumbrance.</i>						
6.	<i>\$200,000 per year as per grant proposal. WAF</i>						
7.							

Evidence of Compellition
 Formal Competitive Solicitation
 Exempt From Competitive Solicitation
 Sole Source
 Justification Attached: Yes
 No

Approved Not Approved

SERVICE UNIT ADMINISTRATOR <i>Shirley McCune gis</i>	DATE <i>9/17/98</i>
FISCAL OFFICER <i>[Signature]</i>	DATE <i>9/18/98</i>
LEGAL OFFICE <i>[Signature]</i>	DATE <i>9-17-98</i>
BUDGET OFFICE <i>[Signature]</i>	DATE <i>9/21/98</i>

Approved Not Approved

DEPUTY SUPERINTENDENT OF DESIGNEE <i>Michael L. Begelone</i>	DATE <i>9/23/98</i>
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Collaborative research & development contract Contractor named in funding proposal & subsequent grant. No filing required. OFM 4.3.1.1.4.e

CONTRACT FOR PERSONAL SERVICES

between

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

(hereinafter referred to as Superintendent)
Old Capitol Building, P.O. Box 47200,
Olympia, Washington 98504-7200

and

CARKHUFF THINKING SYSTEMS

(hereinafter referred to as Contractor)
1376 Kirby Rd.
McLean, Virginia 22101

Federal Identification Number 54-1481092

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

I. DUTIES OF CONTRACTOR

Contractor shall perform the following duties to the satisfaction of Superintendent's designee, Shirley McCune.

A. The general objective(s) of this contract shall be as follows:

To conceptualize and develop educational materials for students and educators on the skills requirements for the twenty-first century, i.e., relating, representing, and reasoning. These materials will extend current teaching and learning toward the development of higher order information processing and thinking skills within the framework provided by the Washington essential academic learning requirements.

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following duties over the two-year period of the contract:

(1.) Conceptualize and develop the curriculum resources.

- a. Analyze existing literature and knowledge and conceptualize the essential information processing and thinking skills that will be required by the changed environment of the twenty-first century.
- b. Develop a curriculum framework for effective teaching and learning of the required skills in the areas of relating, representing, and reasoning within the Washington essential academic learning requirements.
- c. Develop paper and online resources for students and educators to support their teaching and learning of the skills and processes.

These shall include but not be limited to:

- (i.) A yearly plan for the development of the products including procedures for collaboration with ESD 101 and Superintendent which shall be subject to the prior approval of the Superintendent's designee for content, timelines, and the quantity and quality of proposed deliverables.
- (ii.) An overview or introductory product outlining the rationale and evidence for the twenty-first century skills requirements.
- (iii.) Develop student online curriculum products that may be used by students/teachers in learning the relevant information processing and thinking skills.
- (iv.) Develop teacher guidance and support products that can be used to support the teaching of the skills requirements across various disciplines of the K-12 curriculum.
- (v.) Provide quarterly reports of progress and attend meetings with collaborators.

II. DUTIES OF SUPERINTENDENT

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor in a fixed amount annually, not to exceed two-hundred thousand dollars and no cents (\$200,000). The total contract will not exceed \$400,000 for the two-year period.

Funds for the payment of this contract are provided by federal program(s) _____, CFDA #(s) _____. (See Attachment A, General Provisions, part C, Audits, for applicable audit requirements.)

- B. Payment shall be made to Contractor quarterly in the form of progress payments in the amounts and for the stages of partial performance set forth below:

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FORM SPI D-283 (Rev 7/98)

3/31/00
pd 50,000.00
3/31/00
pd 50,000.00

1. October 1, 1998, for the delivery of consultation services, plans, and procedures for the development of specified products not to exceed \$50,000.
2. January 1, 1999, for the delivery of products outlined in the yearly plan not to exceed \$50,000.
3. April 1, 1999, for the delivery of products outlined in the yearly plan not to exceed \$50,000.
4. July 1, 1999, for the delivery of products outlined in the yearly plan not to exceed \$50,000.
5. The use of the same payment schedule for 1998-1999 for the year 1999-2000.

11/16/99
10/26/98
5/6/99
11/3/00
4/14/99
7/5/99

III. INCORPORATION OF GENERAL PROVISIONS

This contract includes and incorporates as if fully set forth herein the GENERAL PROVISIONS which are marked "Attachment A To Personal Services Contracts" and attached hereto.

IV. EFFECTIVE DATE - DURATION

This contract shall commence on the first (1st) day of October 1998, and terminate at midnight the 30th day of September 2000: PROVIDED, That this contract shall not become effective until (1) the signatures of all parties to this contract have been subscribed hereto, (2) the eleventh (11th) working day following the filing with the Office of Financial Management (OFM), if such filing is required under Chapter 39.29 RCW, and (3) OFM has approved this contract, if such approval is required under Chapter 39.29 RCW. Furthermore, this contract is subject to renegotiation in the second year if federal funding changes.



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

CONTRACTOR

Robert R. Carkhuff
(Carkhuff Thinking Systems)

Robert R. Carkhuff

(type name)

SUPERINTENDENT

State of Washington

By: *Michael D. Begelur*

Assistant Superintendent
(title)

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.

Signed this 1 day of October, 1998.

Signed this 29 day of September, 1998.

Approved as to FORM ONLY this 17th day of Sept, 1998.

Non-profit organization? yes* no
If yes, under what IRS section?

[Signature]
Assistant Attorney General
or, SPI Designee

*If yes, must complete Federal Fund Disclosure Report.