

SEE INSTRUCTIONS ON REVERSE SIDE OF PINK COPY.

1. AGENCY NUMBER 350		2. AGENCY NAME OSPI		8. TYPE OF CONTRACT / AMENDMENT. Check one or more boxes as applicable. Further instructions on back. <input checked="" type="checkbox"/> Competitive, \$20,000 or more <input type="checkbox"/> Sole Source, \$5,000-\$19,999 <input type="checkbox"/> Sole Source, \$20,000 or more <input type="checkbox"/> Emergency, \$5,000 or more <input type="checkbox"/> Management-type Contract <input type="checkbox"/> Amendment Greater than 50% of original contract amount or a substantial change to the contract scope of work. (Contract, when amended, is \$5,000 or more)			
1a. AGENCY CONTRACT NUMBER 120-486		4. PHONE NO. 753-2593		9. <input checked="" type="checkbox"/> JUSTIFICATION ATTACHED? Complete justification is required for contracts/amendments filed with OFM in all of the categories in Box B. Refer to OFM Policy 4.3.1.9 to determine the information to include in the justification submitted to OFM.			
3. AGENCY CONTACT PERSON Shirley McCune		5. CONTRACTOR SELECTED (Business Name and Address) Carkhuff Thinking Systems, Inc. 1376 Kirby Rd. McLean, Virginia 22101		10a. CONTRACT STATUS <input type="checkbox"/> NEW <input checked="" type="checkbox"/> AMENDMENT		10b. PREVIOUS OFM FILING SERIAL NO. (If Amendment) 24915-00	
6. UBI NUMBER (Department of Revenue Registration Number)		11. START DATE OF CONTRACT / AMENDMENT mo. <u>6</u> day <u>12</u> yr. <u>2000</u>		12. CONTRACT COMPLETION DATE mo. <u>12</u> day <u>31</u> yr. <u>01</u>		13. PURPOSE OF CONTRACT / AMENDMENT (For a new contract, thoroughly describe the purpose of the contract. For an amendment, describe the purpose of the amendment and reference the purpose of the original contract.) To correct typographical error with regards to Contract end date. Contract was to have ended on 12/31/01, not 12/31/00 as noted in Contract. No \$ change.	
7a. CHECK APPLICABLE BOX BELOW IF ANY INDIVIDUAL(S) WORKING ON THIS CONTRACT IS: <input type="checkbox"/> A CURRENT WASHINGTON STATE EMPLOYEE (If checked, complete 7b, 7c, 7d and 7e) <input type="checkbox"/> A FORMER WASHINGTON STATE EMPLOYEE WITHIN THE PAST TWO YEARS. Termination Date: _____ (If checked, complete 7b, 7c and 7d)		7b. EMPLOYEE NAME		14a. CONTRACT VALUE \$ 667,500		15. STATE GENERAL FUNDS F \$ U \$ N FEDERAL FUNDS D \$ I \$ 667,500 N OTHER FUNDS G \$	
7c. AGENCY WHERE CURRENTLY OR PREVIOUSLY EMPLOYED		7d. POSITION TITLE		14b. AMENDMENT VALUE 0		14c. TOTAL CONTRACT VALUE (14a + 14b) \$ 667,500	
7e. EXECUTIVE ETHICS BOARD APPROVAL NOTE: Executive Ethics Board approval is required prior to start of work for contracts awarded to current state employees when the contract is either sole source or competitively awarded but only one proposal was received. If a current state employee, has Executive Ethics Board approval been received by contractor? <input type="checkbox"/> YES <input type="checkbox"/> NO If "NO" is checked, explain why.		15. SUB-OBJECT CODE CA		17. DOES CONTRACT REQUIRE A FINAL WRITTEN REPORT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
20. AGENCY INDIVIDUAL RESPONSIBLE FOR COMPLIANCE WITH LEGALLY ESTABLISHED CONTRACT FILING REQUIREMENTS NAME Melanie S. Buechel SIGNATURE <u>[Signature]</u> DATE 6/1/01 I CERTIFY BY MY SIGNATURE ABOVE THAT THE ATTACHED CONTRACT/AMENDMENT, IF UNSIGNED, IS A TRUE AND FINAL COPY OF THE AGREEMENT BETWEEN THE PARTIES.				OFM <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> REVIEWED NAME Cory Robinson SIGNATURE <u>[Signature]</u> DATE 6/12/01			

CONTRACT FOR PERSONAL SERVICES

Contract No. _____

between

**SUPERINTENDENT OF PUBLIC INSTRUCTION,
STATE OF WASHINGTON**(hereinafter referred to as Superintendent)
Old Capitol Building, P. O. Box 47200
Olympia, WA 98504-7200

and

CARKHUFF THINKING SYSTEMS, INC.(hereinafter referred to as Contractor)
1376 Kirby Road
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 THE CONTRACTOR

Contractor shall perform the following specific duties, as specified in greater detail in contractor's proposal which is attached, marked Attachment A, and incorporated herein by this reference, to the satisfaction of the Superintendent's designee, Shirley McCune:

Task 1 Organize and facilitate experts and educators in the mapping of the elementary, secondary areas of reading, writing, communication, mathematics, and science and prepare them within a context suitable to inputting on the Web.

Phases/Tasks

1. Initiate development
2. Conferences with stakeholders
3. Build curriculum representations
4. Conference review
5. Finalize content and mapped products
6. Prepare for input on Web with Web developers

Task 2 The Design, preparation of materials, and facilitation of five state seminars on Possibilities Schools for policy makers and decision-makers.

Phases/Tasks

1. Preconference preparation
2. Preconference coordination
3. Implement conferences
4. Postconference follow up

Task 3 Development of a Web enabled interactive professional development program content for principals, teachers, students, and parents. This development should include a minimum of five modules for each group, including the mapped curriculum materials for teachers and administrators.

Phases/Tasks

1. Create initial skills modules
2. Pilot the module and modify the module based on piloting feedback
3. Create a user-relevant interactive learning experience and user-relevant skill building exercises and modify materials based on pilot to deliver Web-ready materials to the LINKS consortium
4. Work with Web developer to place on Web

**II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE
AND
SCHEDULE OF PERFORMANCE**

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This contract must be executed by a representative of the Contractor and the Superintendent; (2) This contract must be filed with, and approved by, the Office of Financial Management, if and to the extent required by state personal service contract laws; and, (3) Superintendent's designee must confirm the occurrence of conditions number one and two and notify the contractor to commence performance.

The schedule of performance of contractor's duties is as follows subject, however, to the three prior conditions to commencement of performance set forth immediately above: ~~May 20, 2000~~, through December 31, 2000.

III. DUTIES OF THE SUPERINTENDENT

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor not to exceed a total of six hundred sixty-seven thousand five hundred dollars and no cents (\$667,500.00) as per Attachment B, Budget, attached hereto and incorporated by this reference.

Funds for the payment of this contract are provided by federal program Linking Education Reform and Educational Technology, CFDA #84.215R, (See

Attachment C, General Provisions, part 2, Audits, for applicable audit requirements and special requirements pertaining to non-profit organizations.)

B. Payment shall be made to the Contractor as follows:

Monthly based on invoices submitted by the Contractor of tasks completed.

IV. INCORPORATION OF GENERAL PROVISIONS

This contract includes and incorporates as if fully set forth herein the GENERAL PROVISIONS, which are marked "Attachment C to the Personal Service Contracts" and are attached hereto.

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

CONTRACTOR

SUPERINTENDENT
State of Washington

By: _____

Assistant Superintendent

(type name)

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 ____ day of _____, 2000.

Signed this ____ day of _____, 2000.

Approved as to FORM ONLY this
9th day of MAY, 2000.

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

Assistant Attorney General

*If yes, must complete Federal Fund Disclosure Report.

RECORD OF CONTRACT

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 Carkhuff Thinking Systems-Amendment	CONTRACT ORIGINATOR Shirley McCune	DATE 5/31/01
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AGENCY ACCOUNT CODE

FUND	APPROP	SUB-APPROP	PROGRAM	SUB-PROGRAM	OBJECT	SUB-OBJECT	AMOUNT
1.					CA		0
2.							
3.							
4.							
5.							
6.							
7.							

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

Approved Not Approved

SERVICE UNIT ADMINISTRATOR
Shirley D. McCune DATE 5-31-01

FISCAL OFFICER
[Signature] DATE 6/1/01

LEGAL OFFICE
[Signature] DATE 6/1/01

BUDGET OFFICE
[Signature] DATE 6/6/01

Approved Not Approved

DEPUTY SUPERINTENDENT OR DESIGNEE
Michael L. Beglow DATE 6/6/01

Fiscal

CONTRACT AMENDMENT

Modification of Contract between the State Superintendent of Public Instruction, State of Washington
(hereinafter referred to as Superintendent)

and

Carkhuff Thinking Systems (hereinafter referred to as Contractor)

Which commenced the 20 day of May, 2000, and terminates the 31 day of December, 2000,
and is numbered C120-486.

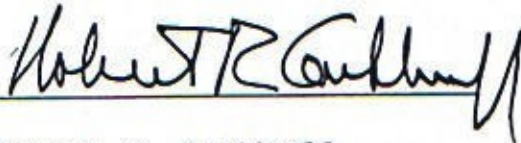
For and in consideration of the mutual promises contained in this modification of contract, the
Superintendent and Contractor do mutually agree to modify the contract identified above as follows:

A. Section II, Conditions of Commencement of Performance and Schedule of Performance

The schedule of performance of contractor's duties is as follows subject, however, to the
three prior conditions to commencement of performance set forth immediately above:
May 20, 2000, through December 31, 2000 2001.

B. This modification of contract shall take effect at midnight the 13th day of June, 2001, OR
the eleventh (11th) day following its filing with the Office of Financial Management in the
event such filing is required by state law or rules, whichever date is the latest.

CONTRACTOR



Robert R. Carkhuff
(type name)

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.

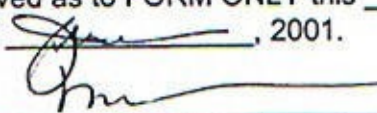
Signed this 11th day of June,
2001.

SUPERINTENDENT
State of Washington

By: Allen H. Jones ^{FOR MCB}
Associate Superintendent

Signed this 22nd day of June,
2001.

Approved as to FORM ONLY this 1st
day of June, 2001.


Assistant Attorney General or
OSPI Designee