

# CONTRACT MODIFICATION AGREEMENT

Date: April 5, 2016

Contract Number: DOE-CFA-2015-9 Modification Number: 3

Issued By: Commonwealth of Virginia  
Department of Education  
Post Office Box 2120  
Richmond, Virginia 23218-2120

Contractor: Teaching Strategies, LLC  
7101 Wisconsin Avenue, Suite 700  
Bethesda, MD 20814

Commodity 92420,92478,78570

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

**Description of Modification:**

The contract is being modified to allow Teaching Strategies, LLC to send the attached **TEACHING STRATEGIES, LLC, ONLINE SUBSCRIPTION SERVICES AGREEMENT** to school divisions using the Contract.

Dollar Value Change 0.00

Date Change \_\_\_\_\_

Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.

Teaching Strategies, LLC

Department of Education

By:   
*Signature*

By:   
*Signature*

Name: Leslie Collins  
*Please print or type*

Name: Marie G. Williams

Title: Chief Financial Officer

Title: Director of Procurement & Tax Credit Programs

April 5, 2016  
*Date signed*

April 5, 2016  
*Date signed*



4500 East West Highway • Suite 300 • Bethesda, MD 20814  
Phone 301-634-0818 • Fax 301-657-0250  
[www.TeachingStrategies.com](http://www.TeachingStrategies.com)

## TEACHING STRATEGIES, LLC ONLINE SUBSCRIPTION SERVICES AGREEMENT

Teaching Strategies, LLC ("TS")  
Authorized Agent: Ashley Mathis  
4500 East West Highway, Suite 300  
Bethesda, MD 20814  
Phone: 301-634-0818  
Fax: 301-634-0825  
E-mail: [sales@teachingstrategies.com](mailto:sales@teachingstrategies.com)

and Customer Name ("Subscriber")  
Authorized Agent:  
Customer Street Address  
City, State, Zip Code  
Phone:  
E-mail:  
Order Type: New

This subscription services agreement ("Agreement") sets forth the procedures by which Teaching Strategies LLC ("TS") will provide access to *GOLD*<sup>™</sup> by Teaching Strategies® ("*GOLD*<sup>™</sup>") and *GOLDplus*<sup>™</sup> by Teaching Strategies®, online reporting and assessment systems comprised of proprietary content, activities, articles, tools, other materials, and proprietary third party software applications, databases, and services (collectively, "Services"). Access to *GOLD*<sup>™</sup> and *GOLDplus*<sup>™</sup> will be based on the Services purchased by the Subscriber. The Services will be provided through TS website at [www.teachingstrategies.com](http://www.teachingstrategies.com) and such other sites as TS may designate ("Website(s)").

1. **Services.** The Services are subject to the terms and conditions set forth in Contract No. DOE-CFA-2015-9 entered into with the Virginia Department of Education on June 22, 2015 ("Contract"). The Subscriber hereby agrees that they will use the Services only for the Subscriber's internal business purposes.
2. **Portfolios/Classrooms.** For *GOLD*<sup>™</sup> the Services are limited to the number of student portfolios ("Portfolios") purchased by the Subscriber. For *GOLDplus*<sup>™</sup>, the Services are limited to the number of classrooms ("Classrooms") purchased by the Subscriber. The Subscriber may purchase initial and additional Portfolios and Classrooms by contacting TS. The pricing for Portfolios and Classrooms is determined by the subscription fee set forth in the Contract. An Order Form detailing the Services being purchased is attached to this Agreement as Schedule A.
3. **Administration of Services.**
  - A. **Subscriber Administrator.** The Subscriber may designate one (1) or more of its employees to serve as the administrator(s) for the Services. The administrator is responsible for (i) assigning and administering passwords and usernames to the Subscriber's employees, contractors, and consultants authorized by the Subscriber to access and use the Services (collectively, "Authorized Users"); (ii) setting up and maintaining access and permission rights for the Authorized Users; and (iii) where applicable, inputting data regarding the Authorized Users. As used in this Agreement, "Authorized Users" shall include Subscriber's

employees, contractors, consultants and those auditors, governmental authorities and other entities who may require access to Subscriber's Portfolios and/or Classrooms and which have been approved by the Subscriber in writing. Subscriber agrees to be responsible for all use of the Services by its Authorized Users. Any breach of the Agreement by an Authorized User shall be deemed a breach by Subscriber. TS shall in no event be liable for any misuse of the rights granted hereunder to an Authorized User.

- B. *Registration.* Each Authorized User will be assigned a unique username and password that will allow them to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register with TS, as set forth in the registration procedures posted on the Website, before they can access the Services for the first time.
- C. *Password Protection.* The Subscriber is solely responsible for the security of all usernames and passwords issued to the Authorized Users. The Subscriber agrees to comply with the procedures specified by TS regarding password security. TS may cancel or suspend the use of a username and password in the event that it is misused by the Subscriber or an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS sole discretion. The Subscriber agrees to ensure that each Authorized User will use his or her reasonable efforts to prevent any third party from obtaining their password. The Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Services.
- D. *Instructions.* TS will make instructions regarding use of the Services available in electronic form on its Website, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures. The Subscriber is permitted to post and upload the Portfolio data and Classroom data to the Services, as defined by the Privacy Policy, in order to produce consolidated reports using the Portfolios and Classrooms purchased by the Subscriber.
- E. *Retrieval of Data.* Upon termination of the Services, the Subscriber may retrieve all Portfolio data or Classroom data upon making full payment of all monies owed to TS. TS will not be responsible for any Portfolio data or Classroom data not retrieved within forty-five (45) days of termination of the Services.
- F. *Archives.* The Subscriber may purchase data storage archives at the rates specified at [www.teachingstrategies.com](http://www.teachingstrategies.com) for *GOLD™*.
4. **Length of Services.** The Subscriber agrees to an initial \_\_\_\_\_ ( ) month contractual term of service ("Term"). The Term will commence either when TS receives payment in full for the initial Term or upon an alternate date mutually agreed upon in writing by TS and the Subscriber. Prior to expiration of the Term, the Term can be

renewed, for an additional one (1) year term. Access to the Services will terminate upon expiration of the Term unless renewed by the Subscriber pursuant to this paragraph.

5. **Subscription Fee.** Access to the Services is subject to TS receipt of the full amount of the subscription fee. Payment may be made by (i) issuance of a purchase order (with TS advance approval); or (ii) by credit card; or (iii) by check. To collect the subscription fee TS will first invoice to the ordering school division after the school division's acceptance and approval of the requested implementation. Subsequent invoices shall be submitted after completion, acceptance, and approval of requested deliverables. Amounts invoiced shall not exceed final negotiated contract prices. The ordering school division shall make payments within 45 days of receipt of a valid invoice.

By executing this Agreement, TS and the Subscriber agree, by and through their duly authorized agents, to be bound by the terms and conditions set forth in this Agreement.

<b>Teaching Strategies, LLC</b>		<b>Subscriber Name</b>
By (Signature):		By (Signature):
Name (Print): Ashley Mathis		Name (Print):
Title: Chief Revenue Officer		Title:
Date: / /2016		Date: / /2016

**ORDER FORM**

This Order Form is incorporated into and becomes a part of the Online Subscription Services Agreement between TS and the Subscriber. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

	QTY	PRICE	EXT
<b>GOLD™ by Teaching Strategies®</b>			
Child Portfolios		\$9.95	\$0.00
Included Archived Portfolios Included		\$0.00	\$0.00
Additional Archived Portfolios		\$0.00	\$0.00
<b>GOLDplus™ by Teaching Strategies®</b>			
Classrooms		\$250.00	\$0.00
Sesame™ Classrooms		\$0.00	\$0.00
<b>Online Professional Development</b>			
<i>GOLD™</i> by Teaching Strategies® Basic	Unlimited	\$0.00	\$0.00
<b>Inter-Rater Reliability Certification</b>			
Inter-Rater Reliability Certification	Unlimited	\$0.00	\$0.00
<b>Portfolios Total</b>			<b>\$0.00</b>
<b>One Time Start Up Fee</b>			
One Time Start Up Fee		\$0.00	\$0.00
<b>Total</b>			<b>\$0.00</b>
<b>State Sales Tax</b>			<b>\$0.00</b>
<b>Grand Total</b>			<b>\$0.00</b>

By signing below, the Subscriber hereby agrees to pay the subscription fee, as set forth above, for the following subscription period of \_\_\_\_\_ to \_\_\_\_\_.

<b>Name of Company</b>
<b>By (Signature):</b>
<b>Name (Print):</b>
<b>Title:</b>
<b>Date:</b> /     / 2016

**TEACHINGSTRATEGIES.COM CREDIT CARD AUTHORIZATION FORM**

I hereby authorize Teaching Strategies to charge my credit card for services on TeachStrategies.com as follows:

**Billing Information**

Complete the following information about the authorized account holder and the address to which the credit card statement is delivered.

NAME OF AUTHORIZED USER:	
ORGANIZATION (IF BUSINESS ACCOUNT):	
TITLE:	
BILLING ADDRESS:	
STATE:	ZIP:
HOME PHONE:	WORK PHONE:
CITY:	
COUNTRY:	
E-MAIL ADDRESS:	

**Credit Card:**

TYPE OF CARD (Please circle one):
VISA      MASTERCARD      AMERICAN EXPRESS      DISCOVER
NAME ON CARD:
CARD NUMBER:
EXPIRATION DATE:
SECURITY CODE:
AUTHORIZED AMOUNT (from Subscription Agreement): \$
By signing below, I acknowledge the charges described above.
AUTHORIZED SIGNATURE:
DATE: