From:	julie gunter
To:	Sullivan, Stephanie (SAO)
Cc:	Boughal, Ethan (SAO); Gross, Carol (SAO)
Subject:	Records Regarding Contracts/Amendments and Annotated Notes/Timeline
Date:	Friday, October 25, 2024 12:25:01 AM
Attachments:	Installment_1_Compiled (27).pdf

External Email

Hello,

I was not sure how to most efficiently send the contract-related docs referred to in the complaint previously sent. There are many invoices and more docs beyond this selection but thought it would be good to pause at this stage until I hear back about next steps. Below are annotated notes of most relevant installment pages with page numbers indicated in notes to assist with review of attached public records from OSPI as efficiently as possible.

I also highlighted and boldfaced parts of timeline below especially noteworthy, including an earlier than usual renewal of contract after it was only in effect for one month with amendment to extend it through 2025. This occurred after OSPI was aware Rushing was hired by the MSD as school district attorney. Then see contract intake form with new address that was signed but does not appear dated.

Also see statements in justification docs stating in own words that OSPI can't contract with an LEA employee to do the work as required by law, but then agrees to pay an LEA employee for that work anyway and gives itself the right to extend contract for two more years. That OSPI stated this in its own words while amending contract demonstrates an intentional misuse of public funds with no transparency.

Thanks,
Julie

Pg 3: From Contract for services general terms and conditions, 12) Change of Status "in event of substantive change in legal status, organizational structure..."

Pg 4, 20) ethical conduct

Pg 5, 23) independent capacity of the comtractor

Pg 13, RFQ for 2/1-9/30/23 contract period.

Pg 19, minimal qualifications

Pg 21, A7) funding, "shall not exceed one hundred, twenty thousand dollars ($120,000)

Pg 25. B9) ethics, policies, and law

Pg 36, certification and assurances.

Pg 63, contractor's proposal, RFP 2023-01

Pg 92-96, Contract for services #20230354 signed and dated 3/24/23 (96), includes “shall compensate contractor in amount not to exceed seventy thousand dollars" and "maintain neutral relationship with the parties." Also see: "in event of subcontractor assignment, the Contractor remains responsible for...managing communications...during the investigation...and previewing and editing...the written complaint decision..." (93) and "the schedule of performance of Contractor's duties is as follows: "March 22, 2023, or date of execution, whichever is later, through September 30, 2023" and **"OSPI has the right to renew this Contract in whole or in part for two (2) additional contract years through 2025 by giving notice to the Contractor."**

Pg 115, 4/25/23, Cyndie Hargrave, director of operations for OSPI SpEd, emails Kyla Moore, contract admin: ***"Contract #20230354 has an expiration date of 9/30/2023 with the option to renew. What is the process and approximately how long does this take to complete?"*** **Kyla Moore responds:** ***"Hi! We just executed this a month ago, so you might want to evaluate their work over the next couple of months before you make a decision about renewing. "***

6/22/23: Claudette Rushing, Education Resolutions principal/owner/SECC Contractor informs Alyssa Fairbanks, Asst. Director of OSPI SpEd Dispute Resolution, that the Marysville School District made her a job offer which she is seriously considering."

6/29/23: CR signs letter of hire with Marysville School District as legal counsel with 9/1/23 Start Date.

Pg 97, 9/26/23 Signed and Dated (99): AMENDMENT 01: "The schedule of performance of Contractor’s duties is as follows: March 22, 2023, or date of execution, whichever is later, through ~~September 30, 2023~~ September 30, 2024. Year 1: March 23, 2023, through September 30, 2023 Year 2: October 1, 2023, through September 30, 2024 OSPI has the right" to renew this Contract in whole or in part for two (2) additional contract years through 2025 by giving notice to the Contractor." And See: "Superintendent shall compensate Contractor in an amount not to exceed seventy thousand dollars in Year 1, and one hundred twenty thousand dollars ($120,000) in Year 2 as noted below in Part B, Schedule of Payments. " Address also changed.

Pg 101: Contract Intake form, with question: "Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington?" Checked No. Signed but not dated (but with new address)

Pg 103, Another contract form, also with new address, signed AND dated: 6/3/23

Pg 108, Justification for a Competitive Contract **with proposed amended start date of 10/1/23. "**The IDEA and State special education regulations require that the complaint investigation be independent and neutral. Complaints can be filed against school districts or educational service districts (ESDs); **therefore, contracting with district or ESD staff would not be possible in order to maintain independence and neutrality.**" Also it states that rates are the same as prior contract.

Pg 112, Justification for a Competitive Contract. "The IDEA and State special education regulations require that the complaint investigation be independent and neutral. Complaints can be filed against school districts or educational service districts (ESDs); **therefore, contracting with district or ESD staff would not be possible in order to maintain independence and neutrality."** And see: "This contractor received uniformly high scores from each member of the evaluation committee. This contractor demonstrated the required knowledge, experience, expertise, and demonstrated capacity to take the required number of complaint investigation assignments. Further, this contractor was scored high because the contracted has a current contract with OSPI. We are confident the contractor has the knowledge, experience, and qualification to meet the requirements of the position."

Pg 117, 9/21/23, Hargrave to Moore and Fairbanks. "Year 1 is not to exceed $120,000 Year 2 is not to exceed $120,000." Also from Moore: **"As FYI, the amendment was submitted on the original contract template, not an amendment template, so I'm swapping it over to an amendment. Please make sure to use amendment template in the future."**

Pg 122, 6/3/24, Fairbanks and Hargrave email their preference to Moore to hire two contracts to Alaska Special Education Consulting and Advance Law

Pg 166, OSPI proposed schedule for bid process and start date for new SECC contracts of 7/1/24