

CONTRACT FOR SERVICES
Contract No. 20230354

between

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

(hereinafter referred to as Superintendent/OSPI)
Old Capitol Building, PO Box 47200
Olympia, WA 98504-7200

and

EDUCATION RESOLUTIONS, LLC

(hereinafter referred to as Contractor)
9030 65th Avenue SW
Seattle, WA 98126

Taxpayer Identification #: 84-3750628
Unified Business Identifier #604-516-450

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

I. DUTIES OF THE CONTRACTOR

A. The general objectives of this Contract are as follows:

Contractor shall conduct up to four (4) complex confidential investigations per month filed with the Superintendent against local education agencies (LEAs) through the formal special education community complaint process and to prepare written decisions for each investigation.

B. In order to accomplish the general objectives of this Contract, Contractor shall perform the following specific duties, and those outlined in the Superintendent's Request for Qualifications No. 2023-01, and Contractor's Proposal, to the satisfaction of the OSPI Contract Manager:

- Maintain the confidentiality of student information in accordance with the Family Educational Rights and Policy Act (FERPA), the IDEA, and OSPI.
- Refrain from providing legal advice to either party regarding the IDEA, OSPI WAC 392-172A, or any other applicable law.
- Maintain a neutral relationship with the parties.
- Review the allegations contained in the complaint and the issues identified by OSPI.
- Review documentation provided by the LEA in response to the complaint, and determine if additional information may be needed from complainant and/or LEA.
- Review the complainant's reply to the LEA's response to the complaint to determine whether additional information may be needed.
- Conduct interviews of LEA staff and/or the complainant as needed.

- Prepare a draft decision for review by OSPI within fifty (50) calendar days of assignment by the OSPI unless a time extension is granted because of exceptional circumstances, or the parties agree in writing to extend the timelines to resolve the dispute through an alternative dispute resolution option. The decision document shall contain procedural history, legal standards, findings of fact, proposed conclusions, and if necessary, proposed corrective actions related to the complaint for review by inspection of record.
- Upon completion of the investigation, provide OSPI with any documents created by the Contractor not in OSPI's possession, such as notes, interview notes, or emails OSPI was not included on.
- Delete/destroy all documents provided by OSPI to the contractor (such as the LEA response, complainant reply) upon completion of the investigation.
- Contractor may conduct investigations and interviews remotely and shall maintain their own software for virtual meetings and interviews.

OSPI will determine assignments for contracted services based on identified needs. Those determinations will be based on ability, availability, and need, including response time. Contractor hereby understand that any potential work assignments are determined by OSPI and not subject to Contractor demands.

- C. Prior to the Contractor assigning a complaint to a subcontractor for investigation, Contractor shall submit to OSPI's Contract Manager an initial roster of potential subcontractors to be considered, including resumes and qualifications. OSPI will have the opportunity to pre-approve potential subcontractors following a review of resumes and qualifications. This provision does not apply to subcontractor George Finch, who has already been approved by OSPI. In the event of a subcontractor assignment, the Contractor remains responsible for:
- Communicating the complaint investigation assignment and expectations to the subcontractor;
 - Managing communications with the subcontractor during the investigation;
 - Pre-reviewing and editing the subcontractors written complaint decision prior to the fiftieth (50th) calendar day of the assignment and submission to OSPI; and
 - Ensuring that items in Section B (above) are carried out by the subcontractor.

II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

No costs shall be incurred under this Contract until fully executed and subsequent to the termination date.

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.

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. If OSPI provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that OSPI and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

III. DUTIES OF THE SUPERINTENDENT

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, Superintendent shall compensate Contractor in an amount not to exceed seventy thousand dollars (\$70,000) as noted below in Part B, Schedule of Payments. Contractor will be compensated at a set rate of two thousand, five hundred dollars (\$2,500) per completed investigation, and one thousand, two hundred and fifty dollars (\$1,250) per withdrawn complaint if substantial work has been demonstrated on the investigation, prior to the withdrawal or resolution of the complaint. All costs are inclusive of any mileage, meals, lodging, or any other contract/travel-related expenses. 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.

One hundred percent (100%) of the fund for the payment of this Contract are provided by federal program IDEA Part B Grants to States, CFDA #84.027A, Award #H027A220074, therefore, Contractor shall comply with Federal Grant Terms and Conditions, attached hereto as Attachment A1.

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.

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

Contractor shall periodically (not more than monthly), submit invoices to the Contract Manager, for fully completed complaints. Invoices will be paid only after approval by the Contract Manager and Agency Financial Services, OSPI.

SCHEDULE OF PAYMENTS		
Deliverable	Due Date	Payment
Completed Investigation Report	Monthly, unless no investigations were assigned	\$2,500 per completed investigation
Withdrawn Complaint if substantial work has been demonstrated on the investigation, determined by OSPI	Monthly, unless no investigations were assigned	\$1,250 per approved withdrawn complaint

The invoices shall include the Contract number, and document to the Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

If errors are found in the submitted invoice or supporting documents, the 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 Contract Manager.

- C. Final payment shall be made after acceptance by the OSPI Contract Manager if received by the OSPI Contract Manager within ninety (90) days after the Contract expiration date, unless negotiated with the OSPI Contract Manager and the Fiscal Budget Analyst.

IV. 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	OSPI
Claudette Rushing President and Principal 4452 California Avenue SW Seattle, WA 98116 Phone: 206-419-0219 Email: claudette.rushing@gmail.com	Cyndie Hargrave Director of Operations Old Capitol Building PO Box 47200 Olympia, WA 98504-7200 Phone: 360-489-5525 Email: cynthia.hargrave@k12.wa.us

V. 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 A1 – Federal Grant Terms and Conditions
- Attachment B – Request for Proposals No. 2023-01
- Attachment C – Contractor's Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VI. APPROVAL

This Contract shall be subject to the written approval of the Superintendent's authorized representative 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.

Education Resolutions LLC

DocuSigned by:


Signature

CLAUDETTE RUSHING

Printed Name

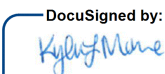
owner

Title

3/23/2023

Date

Superintendent of Public Instruction
State of Washington

DocuSigned by:


Kyla L. Moore, Contracts Administrator

3/23/2023

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