

Sole Source Notification

Professional Development for Online Instruction Related to IDEA

It is the intent of Washington State to promote open competition and transparency for all contracts for goods and services. In accordance with Department of Enterprise Service (DES) policy #DES-140-00, all intended sole source contracts must be made available for public inspection for a period of not less than fifteen (15) working days before the start date of the contract. This Sole Source Notification satisfies the requirement.

This Sole Source Notification is available at the [Office of Superintendent of Public Instruction \(OSPI\) website](#) and at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#) under the following commodity codes: 918-38: Education and Training Consulting; 924-18: Educational Services, Alternative; 924-20: Examination and Testing; 924-74: Special Education

The Office of Superintendent of Public Instruction (OSPI) intends to award a \$116,528.50 sole source contract to the University of Kansas Center for Research, Inc for the period of July 2024, through July 2025.

The purpose of this work is to increase equity and access for Washington students with disabilities across nontraditional learning environments as required by federal civil rights law.

Specifically, The Contractor shall develop technical assistance and professional development materials for OSPI regarding the appropriate use of online instruction of students with disabilities and supporting equitable access, compliance with the requirements of Individuals with Disabilities Education Act (IDEA), and improved student outcomes.

Consultants contemplating the above requirements shall submit capability statements detailing their ability to meet the state's requirements **no later than 3:00 pm on July 15, 2025**.

Capability statements must address the following state requirements:

- Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- Demonstrated in-depth knowledge and understanding of the Individuals with Disabilities Education Act (IDEA) and potential impact on rights conferred under IDEA for students with disabilities in remote and online learning environments.
- Knowledge and understanding of the Americans with Disabilities Act (ADA) Title II rules on accessibility related to teaching and learning technologies as it relates specifically to remote and online learning environments.



- Extensive background in Washington Administrative Code (WAC) and other similar state policy as it relates to special education law related to the rights of families and students with disabilities in remote and online learning environments.
- Experience as designated principal investigator in educational research activities including, comparative analysis of state law related to disability rights, disability policy analysis, and remote and online educational program data analysis, qualitative data analysis, and published materials resulting from that research and professional presentations at the state or national level related to online learning and students with disabilities.
- Established access to a network of researchers, practitioners, advocates, and state and national leaders that are available to offer perspectives regarding online instruction and students with disabilities.
- Experience in conducting focus groups of education professionals and families with children with disabilities learning in remote and online learning environments, to identify growth opportunities, and develop a change plan.
- Demonstrated successful experience utilizing project management principles and coordinating a budget of at least fifty thousand dollars (\$50,000) when successfully implementing complex projects for students, leaders, or educators.

In the absence of other qualified sources, and pending approval by the Department of Enterprise Services, it is OSPI's intent to make a sole source award of the contract mentioned above to the University of Kansas Center for Research, Inc.

Although this Sole Source Notification is not an invitation to bid, if you feel your firm is able to provide the goods or services listed above, you may submit a capability statement to:

Kyla Moore
Office of Superintendent of Public Instruction
Email: contracts@k12.wa.us

In accordance with DES Sole Source policy process #PRO-DES-140-00A, the following documents are attached:

- *Attachment 1 – A copy of the Sole Source Contract Filing Justification*
- *Attachment 2 – A copy of the proposed draft sole source contract in significantly final form*

Attachment 1 – Sole Source Contract Filing Justification

Specific Problem or Need

- *What is the business need or problem that requires this contract?*
Through WAC 392-121-182, Alternative Learning Experiences (ALEs) are available. The Alternative Learning Experience is public education where some or all of the instruction is delivered outside of a regular classroom schedule. It is available to all public school districts and public charter schools in Washington state. The intent of

ALE is to ensure that students have educational opportunities designed to meet their individualized needs. However, some ALE may have limited or no in-person instructional time. Due to the rapid changes in these modalities of instruction, school district policies may not be up to date with the latest research and court case decisions impacting students with disabilities eligible under the Individuals with Disabilities Education Act (IDEA). OSPI's Division of Special Education is responsible for ensuring there is no denial of benefits to families and students with disabilities seeking to enroll in ALEs/Online programs as mandated in Section 504 of the Rehabilitation Act of 1973, and amended, 29 U.S.C. 794 which states, "no otherwise qualified individual with a disability in the United States, "shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Sole Source Criteria

- *Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.*

The University of Kansas Center for Research on Learning (KUCRL) and the National Association of State Directors of Special Education (NASDSE) joined forces to form the Inclusive Digital Era Collaborative (iDEC) Focusing on Students with Disabilities. The collaborative seeks to provide a variety of educational services to state departments of education and other stakeholders involved in online learning and special education.

The iDEC is the only research and technical assistance group that has contracted with six state education departments of special education and related agencies (CA, IN, KS, OK, UT, WI, WA) around remote and online learning environments and students with disabilities. Since 2014, the iDEC team has worked exclusively on policy and systemic breakdowns resulting from the competing values of online learning laws and rights of families and students with disabilities. As a result, iDEC researchers are uniquely positioned to inform policy makers and education leadership across systems on how to identify needs and respond in a way that can close the equity gap.

In addition to the multiple state contracts, iDEC also currently partners with the National Association of State Directors of Special Education (NASDSE) to provide support on helping state directors understand upcoming regulations in the adoption and use of districtwide technology and accessibility requirements and how this intersects with students with disabilities in virtual schools and online programs. Most recently, researchers from iDEC completed an extensive review and audit of schools and programs in Washington state that serve students either fully or partially online. Findings from this review showed that schools and programs established under ALE WAC 392-550 and Online Learning WAC 392-502 lacked the policy, procedural guidance, technical assistance, and professional development activities necessary to ensure mandates outlined in the Individuals with Disabilities Education Act (IDEA) are preserved and

operable so that families and students with disabilities are afforded equal opportunity to access these programs and schools. These findings resulted in an extensive report detailing specific recommendations and considerations (from iDEC) that could remediate prevalent issues related to potential discrimination and other violations of student's rights as outlined in the IDEA. The intimate knowledge gained by the iDEC team while conducting exploratory and descriptive research activities in Washington state is needed to execute next steps in response to the findings. iDEC research has discovered that Washington's ALE and Online learning law is some of the most complex in the country, thus making the navigation of regulatory requirements difficult to respond to. Thus, future policy making and other supportive efforts deemed necessary should be informed by iDEC knowledge and expertise as demonstrated in the previous contract.

- *What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources.*

OSPI previously held a contract with the University of Kansas, which resulted from a 2020 RFQQ related to the needs related to ALE/online special education service delivery. Two submissions were received, and were reviewed by a team of three OSPI experts across special education and student supports. One proposal was nonresponsive, as it did not address the requirements of the RFQQ and attempted to sell OSPI software for online instruction. All reviewers agreed unanimously that the iDEC met the requirements of the RFQQ. Since posting that RFQQ, the candidate landscape has not changed and there are not new and more qualified options available. The University of Kansas Inclusive Digital Era Collaborative (iDEC) is the only research and technical assistance group that has contracted with six state education departments of special education and related agencies (CA, IN, KS, OK, UT, WI, WA) around remote and online learning environments and students with disabilities. Since 2014, the iDEC team has worked exclusively on policy and systemic breakdowns resulting from the competing values of online learning laws and rights of families and students with disabilities. As a result, iDEC researchers are uniquely positioned to inform policy makers and education leadership across systems on how to identify needs and respond in a way that can close the equity gap. In addition to the multiple state contracts, iDEC also currently partners with the National Association of State Directors of Special Education (NASDSE) to provide support on helping state directors understand upcoming regulations in the adoption and use of districtwide technology and accessibility requirements and how this intersects with students with disabilities in virtual schools and online programs. Most recently, researchers from iDEC completed an extensive review and audit of schools and programs in Washington state that serve students either fully or partially online.

- *What considerations were given to unbundling the goods and/or services in this contract, which would provide opportunities for Washington small, diverse, and/or veteran-owned businesses. Provide a summary of your agency's unbundling analysis for this contract.*

This contract is largely about creating policy and guidance materials for OSPI related to online and remote learning. Unbundling these tasks would not make sense for any reason. It would cost more, be of lesser quality, and would take longer. There are no agencies or businesses in Washington that have the expertise to provide OSPI with the supports and services it needs around the development of online and remote education policies and guidance materials.

- *As part of the market research requirements, include a list of statewide contracts reviewed and/or businesses contacted, date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.*

The entire list of all 174 statewide contracts was reviewed to see if they had any relevance to the activities requested in this contract. There is no existing statewide contract that meets OSPI's needs related to policy and guidance development around online and remote learning.

- *Per the Supplier Diversity Policy, DES-090-06: was this purchase included in the agency's forecasted needs report?*

No, OSPI did not forecast this need.

- *Describe what targeted industry outreach was completed to locate small and/or veteran-owned businesses to meet the agency's need.*

This contract is building off the work completed in the previous contract with the University of Kansas iDEC that was awarded through an RFQQ process. This is highly nuanced, complex, and niche subject matter. The number of organizations nationwide that work on these topics is incredibly small and iDEC has proven through an RFQQ and prior success as an OSPI contractor that they are the only capable option available to OSPI to carry out the work described in the proposed contract. The work being done in this contract is highly specialized and the subject matter is something that only a handful of people in the nation are familiar with.

- *Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).*

As described in prior responses, the University of Kansas iDEC remains the most qualified contractor available nationwide and OSPI was happy with the cost and quality of deliverables provided in a prior contract. Similar to the contract awarded through the RFQQ, iDEC has provided a detailed cost breakdowns for the proposed continuation of their work with OSPI. When comparing the two contract budgets, they appear to be

nearly identical in the way costs are broken down and the rates for items like salaries, benefits, travel, and material costs. The cost for the proposed contract also appear to be reasonable and low risk when compared to other contracts with University based technical assistance centers OSPI Special Education is presently partnering with. This new contract is building off of the research and work done in the previous contract with the University of Kansas iDEC and it would be massively disruptive to the progress towards developing online and remote learning policies and guidance to switch to a lesser qualified organization that would need extensive amounts of time to play catch up in regards to building their internal capacity and expertise while embarking on a very steep learning curve around understanding the unique context within Washington's online and remote learning landscape. The University of Kansas iDEC is the most qualified organization, as shown via the previous RFQQ, and they have continued to provide detailed and reasonable cost proposals.

- *Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.*

No.

- *Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.*

No.

- *What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.*

OSPI Division of Special Education is concerned that if the sole source filing is not approved that the Division will lose valuable knowledge, insight, and understanding desperately needed to move forward in the areas of need outlined in the proposed activities. Because there is not a group that has the level of experience nationwide or in Washington state necessary to decipher ways in which the Division of Special Education should act on the behalf of families, it is likely that the next steps will not move forward or have significantly less impact without the University of Kansas.

In addition, the post COVID legislative response that created another funding mechanism for districts through starting an online program (2.0+) has created an urgent need for the Special Education Division to partner with an objective third party that understands the implications of such an action and can help respond to the significant uptick in state complaints through policy development and technical assistance. In addition, without the support from the University of Kansas it is likely this conversation

will not be elevated to the degree needed to inform schools boards, districts, and OSPI departments of civil rights mandates.

Finally, the loss of institutional knowledge through significant turnover in the Special Education Division has put the Division at a disadvantage in moving issues forward and responding appropriately at all levels of state, regional, and local leadership. The partnership with the University of Kansas helps the Special Education Division retain that institutional knowledge, which saves the Division several years of having to relearn critical information needed.

Reasonableness of Cost

- *Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.*

The cost for the proposed contract with the University of Kansas iDEC is \$116,528.5 including indirect costs. The cost for the prior technical assistance contract with the iDEC (the previously competitively procured Contract No. 20200327) was \$120,000. For each contract, a budget breakdown was provided to justify the contract costs. The budget breakdowns detail the staff time commitments, corresponding salary and benefits costs, and the travel and materials expenses. The salary and benefit rates for both contracts are comparable. Neither contract includes costs for travel. Costs for supplies are outlined and are nearly identical. A review of other technical assistance contracts (Interstate Agreement No. 20230378 and Interlocal Agreement No. 20240113) add further assurance that the costs proposed in the new contract with the University of Kansas iDEC are reasonable.

Attachment 2 – Proposed Draft Sole Source Contract

See next page

**CONTRACT FOR SERVICES
Contract No. 20240281**

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

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.

(hereinafter referred to as Contractor)
2385 Irving Hill Road
Lawrence, KS 66045-7552

Employer Identification #48-0680117

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:

In 2022, Inclusive Digital Era Collaborative (iDEC) researchers from the University of Kansas Center for Research on Learning provided leadership to OSPI Special Education Division and Learning Options Department with research findings and recommendations around ensuring the rights of families and students with disabilities are protected as mandated by the Individuals with Disabilities Education Act (IDEA).

The Contractor shall leverage the report and other duties and activities listed below to increase equity and access for Washington students with disabilities across nontraditional learning environments as required by federal civil rights law.

B. In order to accomplish the general objectives of this Contract, Contractor shall perform the following specific duties to the satisfaction of the OSPI Contract Manager:

Policy and Guidance Development: To develop effective policy and guidance pertaining to all remote/online learning environments in place so that the rights of families and students with disabilities are protected as mandated under Federal and Washington law.

- OSPI Sped, Learning Options, ESDs School Improvement-Washington School Improvement Framework), Office of Equity and Civil Rights, IPTN (state needs)

Identify (external) states and partners with viable models for special education policy in remote/online learning environments related to equitable enrollment, placement, and nondiscriminatory communication with parents/caretakers.

Provide draft of model policy/guidance for special education in remote/online learning environments related to equitable enrollment and placement and nondiscriminatory communication with parents/caretakers.
Identify (external) states and partners to model special education policy after in remote/online learning environments related to Free Appropriate Public Education (FAPE).
Provide draft of model policy/guidance and guidance for special education in remote/online learning environments related to FAPE.
Identify (external) states and partners to model special education policy after in remote/online learning environments related to Least Restrictive Environment (LRE.)
Provide draft of model policy/guidance and guidance for special education in remote/online learning environments related to LRE.
Identify (external) states and partners to model special education policy after in remote/online learning environments related to Related Services.
Provide draft of model policy/guidance and guidance for special education in remote/online learning environments related to Related Services.
<ul style="list-style-type: none"> • Educational Services Districts ESDs/Special Education Directors
Create draft of IEP guidance in remote/online learning environments
Create draft of IEP team checklist for remote/online learning environments
<ul style="list-style-type: none"> • Superintendent/School Board
Create draft guidance to District Superintendents regarding responsibilities associated with assurances for Single District Online School Program and special education.
Develop checklist and suggested artifacts to support evidence of adherence to Assurances around Title II of ADA, Section 504, IDEA
Create draft of suggested checklist and edits to model agreement/procurement practices for district contracting with third-party providers. Additionally, review and provide recommendations OSPI approval criteria for third party online course providers.
<ul style="list-style-type: none"> • Remote/Online Programs
Create draft Proof differentiated sped guidance to Single, Affiliate, and Multi- District Online School Program
Create <i>Written Student Learning Plan, High School and Beyond, Secondary Transition Planning training/micro-credential</i>
Program Profile Development to inform future work with districts and ALE providers.
Survey of different implementations of remote/online programs provided by single district, multi-district, and affiliate and other ALE programs.
Attend and support review on district and spending plans (forecasting and enrollment projections for remote/online special education)
Attend and support comparative analysis of sample of special education district data reports and remote/online programs within districts
Committee Work and Information Dissemination -To co-lead knowledge building through assimilation of research and recommendations, facilitating process ending in recommendations and decision making, and activities associated with project management.
Conduct policy meetings with OSPI Sped and Learning Options.
Conduct meetings with digital access advisory committee (planning, agenda, minutes, research, presentations)

Knowledge building presentations (Native Ed, Multi-lingual, Institutional Ed) (integration of guidance)

Provide updates to all internal and external partners and stakeholder groups
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C. The Contractor shall provide the following deliverables to the OSPI Contract Manager by the dates indicated below:

#	Activity	Deliverable	# of Deliverables	Due Date
Policy and Guidance Development: To develop effective policy/guidance pertaining to all remote/online environments in place so that the rights of families and students with disabilities are protected as mandated under Federal and Washington law.				
1	Identify (external) states and partners with viable models for special education policy after in remote/online learning environments related to equitable enrollment, placement, and nondiscriminatory communication with parents/caretakers.	Policy Brief	1	9/30/24
2	Provide draft of model policy/guidance for special education in remote/online learning environments related to equitable enrollment and placement and nondiscriminatory communication with parents/caretakers.	Technical Assistance Paper (TAP)	1	10/31/24
3	Identify (external) states and partners to model special education policy after in remote/online learning environments related to FAPE.	Policy Brief	1	12/31/24
4	Provide draft of model policy/guidance and guidance for special education in remote/online learning environments related to FAPE.	Technical Assistance Paper (TAP)	1	12/31/24
5	Create draft of IEP team checklist for remote/online learning environments	IEP Team Checklist	1	9/30/24
6	Create draft of IEP guidance in remote/online learning environments	IEP Toolkit	1	12/31/24
7	Create draft guidance to District Superintendents regarding responsibilities associated with local approval process for remote/online program and special education.	Draft of Guidance Document	1	12/31/24
8	Review and make suggested edits to model agreement/procurement practices for district contracting with third-party provider. Additionally, review and provide recommendations OSPI approval criteria for third party online course providers.	Link to updated model agreement and procurement practices	1	12/31/24

Committee Work and Information Dissemination-To co-lead knowledge building through assimilation of research and recommendations, facilitating process ending in recommendations and decision making, and activities associated with project management.

9	Attend and support policy meetings with OSPI Sped and Learning Options.	Meeting Agenda with notes and list of meeting attendees	5	8/31/24 9/30/24 10/31/24 11/30/24 12/31/24
10	Attend and support meetings with digital access advisory committee	Meeting Agenda	5	8/31/24 9/30/24 10/31/24 11/30/24 12/31/24
11	Provide updates to OSPI Departments on remote/online learning and special education	Update Language	1	12/30/24

Policy/Guidance Development: To develop effective policy and guidance pertaining to all remote/online learning environments in place so that the rights of families and students with disabilities are protected as mandated under Federal and Washington law.

12	Identify (external) states and partners to model special education policy after in remote/online learning environments related to Related Services.	Policy Brief	1	03/30/25
13	Provide draft of model policy/guidance and guidance for special education in remote/online learning environments related to Related Services.	Technical Assistance Paper	1	04/30/25
14	Identify (external) states and partners to model special education policy after in remote/online learning environments related to LRE.	Policy Brief	1	05/30/25
15	Provide draft of model policy/guidance and guidance for special education in remote/online learning environments related to LRE.	Technical Assistance Paper	1	06/30/25
16	Create examples of ways in which districts can demonstrate Assurances around Title II of ADA, Section 504, IDEA	Link to examples	1	07/15/25
17	Create draft Proof differentiated sped guidance to Single, Affiliate, and Multi- District Online School Program	Copy of the guidance to Affiliate, and Multi- District Online School Program	1	07/15/25

Program Profile Development to inform future work with districts and ALE providers.

18	Survey to single district, multi-district, and affiliate programs	Program Profile	6	07/15/25
19	Review and make recommendations of Learning Options and Special Education Department monitoring and accountability tools	Copy of Analysis/Recommendations	1	07/15/25
20	Conduct comparative analysis of sample of special education district data reports and remote/online programs within districts	Technical Brief	1	07/15/25
Committee Work and Information Dissemination-To co-lead knowledge building through assimilation of research and recommendations, facilitating process ending in recommendations and decision making, and activities associated with project management.				
21	Conduct policy meetings with OSPI Sped and Learning Options	Meeting Agenda	5	2/28/25 3/31/25 04/30/25 05/31/25 06/30/25
22	Conduct meetings with digital access advisory committee (planning, agenda, minutes, research, presentations)	Meeting Agenda	6	02/28/25 03/31/25 04/30/25 05/31/25 06/30/25 07/15/25
23	Provide updates to all internal and external partners and stakeholder groups	Update Language	3	07/15/25

D. All documents, videos, audio records, presentations, or other deliverables required under this Contract shall be produced in format, compliant with the Americans With Disabilities Act and follow the [Web Content Accessibility Guidelines \(WCAG\) 2.0](#), OSPI's formatting standard specified in Attachment B – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, [OSPI's Brand Use Policy](#), and [OSPI's Style Guide](#), which are hereby incorporated by this reference. In the event that the deliverables are not compliant, OSPI may require Contractor to promptly make modifications that will make the deliverables compliant. Additionally, OSPI shall have the right to modify or copy the deliverables in order to make them accessible and/or compliant.

**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) Provisions of Chapter 39.26 RCW require the Agency to file this sole source Contract with the Department of Enterprise Services (DES) for approval; no Contract so filed is effective nor shall work commence under it until the fifteenth (15th) working day following the date of filing, subject

to DES approval. In the event DES fails to approve the Contract, the Contract shall be null and void; and, (3) Contract Manager must confirm the occurrence of conditions number one (1) and two (2) and notify the Contractor to commence performance.

The schedule of performance of Contractor's duties is as follows subject, however, to the three (3) prior conditions to commencement of performance set forth immediately above:

July 16, 2024, date of approval by DES, or date of execution, whichever is later, through July 15, 2025.

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 a total of one hundred and sixteen thousand, five hundred and twenty-eight dollars and fifty cents (\$116,528.50) as noted below in part B, Schedule of Payments. 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 funds for the payment of this Contract are provided by federal program IDEA-B Grants to States, CFDA #84.027A #H027A230074, 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:

Periodically, in the form of progress payments in the amounts and for the stages of partial performance set forth below:

#	Deliverable	# of Deliverables	Unit Cost	Activity Total	Due Date
Policy/ Guidance Development: To develop effective policy/guidance pertaining to all remote/online learning environments in place so that the rights of families and students with disabilities are protected as mandated under Federal and Washington law.					
1	Policy Brief	1	\$6,000	\$6,000	9/30/24
2	Technical Assistance Paper (TAP)	1	\$2,000	\$2,000	10/31/24
3	Policy Brief	1	\$6,000	\$6,000	12/31/24
4	Technical Assistance Paper (TAP)	1	\$2,000	\$2,000	12/31/24
5	IEP Team Checklist	1	\$3,000	\$3,000	9/31/24
6	IEP Toolkit	1	\$6,000	\$6,000	12/31/24

#	Deliverable	# of Deliverables	Unit Cost	Activity Total	Due Date
7	Draft of Guidance Document	1	\$3,000	\$3,000	12/31/24
8	Link to updated model agreement and procurement practices	1	\$5,000	\$5,000	12/31/24
Committee Work and Information Dissemination- To co-lead knowledge building through assimilation of research and recommendations, facilitating process ending in recommendations and decision making, and activities associated with project management.					
9	Meeting Agenda	5	\$500	\$2,500	8/31/24 9/31/24 10/31/24 11/30/24 12/31/24
10	Meeting Agenda	5	\$1,500	\$7,500	8/31/24 9/230/24 10/31/24 11/30/24 12/2024
11	Update Language	1	\$200	\$200	12/31/24
Policy/Guidance Development: To develop effective policy and guidance pertaining to all remote/online learning environments in place so that the rights of families and students with disabilities are protected as mandated under Federal and Washington law.					
12	Policy Brief	1	\$6,000	\$6,000	03/31/25
13	Technical Assistance Paper	1	\$2,000	\$2,000	04/30/25
14	Policy Brief	1	\$6,000	\$6,000	05/30/25
15	Technical Assistance Paper	1	\$2,000	\$2,000	06/30/25
16	Link to examples	1	\$6,000	\$6,000	07/15/2025
17	Copy of the guidance to Affiliate, and Multi-District Online School Program	1	\$4,000	\$4,000	07/15/2025
Program Profile Development to inform future work with districts and ALE providers.					
18	Program Profile	6	\$2,500	\$15,000	07/2025
49	Copy of Analysis/Recommendations	1	\$11,000	\$11,000	0714/2025
20	Technical Brief	1	\$1,635	\$1,635	07/14/2025

#	Deliverable	# of Deliverables	Unit Cost	Activity Total	Due Date
Committee Work and Information Dissemination -To co-lead knowledge building through assimilation of research and recommendations, facilitating process ending in recommendations and decision making, and activities associated with project management.					
21	Meeting Agenda	5	\$500	\$2,500	2/28/25 3/31/25 04/30/25 05/31/25 06/2025
22	Meeting Agenda	6	\$1,000	\$6,000	02/28/25 03/31/25 04/30/25 05/31/25 06/30/25 07/2025
23	Update Language	3	\$200	\$600	07/15/2025
				Activities Total	<u>\$105,935</u>
				Indirect 10%	<u>\$10,593.50</u>
				Overall Contract Total	<u>\$116,528.50</u>

The invoices shall include the Contract number, and document to the OSPI Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the OSPI 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 OSPI 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 OSPI 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

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 – OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- 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.

University of Kansas Center for Research

Superintendent of Public Instruction
State of Washington

Signature

Kyla L. Moore, Contracts Administrator

Printed Name

Date

Title

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

Attachment A
Contract for Services
GENERAL TERMS AND CONDITIONS

Definitions. As used throughout this Contract and General Terms and Conditions, the following terms shall have the meaning set forth below:

“Contract” or **“Agreement”** means the entire written agreement between OSPI and the Contractor, including any attachments, exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

"Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract, and shall include all employees of the Contractor.

“Services” means all work performed or provided by Contractor pursuant to this Contract.

“Statement of Work” or **“SOW”** or **“Scope of Work”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline.

"Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms " Subcontractor" and " Subcontractors" means Subcontractor(s) in any tier.

"Superintendent" shall mean the Office of Superintendent of Public Instruction (OSPI) of the State of Washington, any division, section, office, unit or other entity of the Superintendent, or any of the officers or other officials lawfully representing the Superintendent. Superintendent and OSPI may be used interchangeably.

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Superintendent.
5. **Assurances.** The Superintendent and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.

6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
8. **Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line-item objects of expenditure may be revised, so long as the revision is no more than twenty-five percent (25%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding twenty-five percent (25%) shall only be made with the prior written approval of the Superintendent.
9. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the Superintendent if, during the term of this contract, Contractor becomes debarred. The Superintendent may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

10. **Certification Regarding Lobbying.** The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

11. Certification Regarding Wage Violations. The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify the Superintendent of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Contract.

12. Change in Status. In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

13. Confidentiality. The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any student assessment data, material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who need to know such confidential data to fulfill the SOW and who have been advised of and have agreed to maintain the confidential nature of the confidential data from this Contract.

14. Copyright Provisions. Unless otherwise provided, all Materials produced under this Contract including copyright, shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. Contractor hereby assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials produced under this Contract.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Contractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later. All Materials the Contractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Contractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial](#) (preferred) or [Creative Commons Attribution-NonCommercial-ShareAlike](#) licenses, version 4.0 or later, are acceptable for these specific sections. Contractor shall continue to own any pre-existing intellectual property developed prior to entering into this Contract.

The Contractor represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license to pre-existing materials.

The Contractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

Superintendent recognizes that Contractor's mission is to publish and disseminate research results developed under sponsored projects. Contractor's proposed publications related to the Contract, whether intended to be in writing or by oral presentation, shall be submitted for review by the Contractor to the Superintendent at least sixty (60) days prior to submission to third parties. Superintendent shall determine whether any of its Confidential Data, including personally-identifiable data subject to FERPA, is included in the proposed publication. Superintendent may reasonably require that its Confidential Data be removed from the proposed publication. The Superintendent shall make such determination within thirty (30) days of receipt of the proposed publication. However, in no event shall publication be delayed more than ninety (90) days after receipt of the proposed publication by the Superintendent.

15. Covenant Against Contingent Fees. The Contractor agrees that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Superintendent shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

16. Disputes. In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) The Superintendent shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the Superintendent and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency

party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

- 17. Duplicate Payment.** The Superintendent shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 18. Electronic signature.** Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original, wet ink signature page. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party which requests it.
- 19. Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
- 20. Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

Contractor represents that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to the Superintendent's employees.

21. Governing Law and Venue.

- 22. Indemnification.** Contractor agrees to accept responsibility for injury to any person or persons or property that arise solely out of Contractor's negligent acts or omissions in connection with this project. Contractor further agrees that Superintendent shall not be liable for damages arising solely from injuries or damages sustained by any person or persons or property resulting from the negligent performance or omission by Contractor of this Contract.

- 23. Independent Capacity of the Contractor.** The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her employees or agents performing under this Contract are not employees or agents of the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Superintendent or of the state of Washington by reason hereof, nor will the Contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

- 24. Insurance.** The State of Kansas, which includes the University of Kansas as a state educational agency, has assumed liability for negligent or wrongful acts and omissions of its employees and agents acting within the scope of their responsibilities through the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. This liability may not exceed \$500,000. University of Kansas is also covered by automobile liability insurance in accordance with provisions of K.S.A. 74-4707. All University of Kansas are State of Kansas employees and are afforded Workers Compensation protection under the Kansas Workers Compensation Act, K.S.A. 44-575.

25. Licensing and Accreditation Standards. The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Contract.

26. Limitation of Authority. Only the Superintendent or the Superintendent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Superintendent.

27. Nondiscrimination.

- a. **Nondiscrimination Requirement.** During the term of this Contract, the Contractor, including any subcontractor, shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, on the bases enumerated at RCW 49.60.530(3), no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, the Superintendent may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Superintendent receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Superintendent may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both if applicable, shall be liable for damages up to but shall not exceed twenty-five thousand dollars (\$25,000) which includes the cost to cover the replacement Contract e.g., cost of the competitive bidding, mailing, advertising and staff time. Contract shall provide proof of insurance to cover damages up to the amount specified to the Superintendent by Contractor.

28. Overpayments. Contractor shall refund to Superintendent the full amount of any overpayment under this Contract within thirty (30) calendar days of written notice.

29. Payments. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Superintendent. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported invoice for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) Acceptance and certification by the OSPI Contract Manager or designee of satisfactory performance in accordance with the Contract by the Contractor.

Except as otherwise provided in this Contract, (1) All approvable invoices for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor and acceptance and certification by the OSPI Contract Manager or designee, and (2) 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.

30. Public Disclosure. Contractor acknowledges that the Superintendent is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the Superintendent shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Superintendent will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Superintendent will release the requested information on the date specified.

31. Publicity. The Contractor agrees to submit to the Superintendent all advertising and publicity matters relating to this Contract which in the Superintendent's judgment, Superintendent's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Superintendent. Notwithstanding the foregoing, Contractor may make known in a public fashion the existence of this Contract without prior consent of Superintendent.

32. Registration with Department of Revenue. The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

33. Records Maintenance. The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Superintendent, personnel duly authorized by the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have

been resolved.

- 34. Right of Inspection.** The Contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times with advance written notice, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.
- 35. Severability.** The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- 36. Site Security.** While on Superintendent premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.
- 37. Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

If, at any time during the progress of the work, the Superintendent determines in its sole judgment that any subcontractor is incompetent, the Superintendent shall notify the Contractor, and the Contractor shall take immediate steps to address any concerns by the Superintendent in writing to the Contractor regarding the subcontractor's involvement in the work. If concerns are not alleviated to the Superintendent's satisfaction, Superintendent has the right to terminate the Contract in whole or in part. The rejection or approval by the Superintendent of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the Superintendent.

- 38. Subcontractor Payment Reporting.** If a subcontractor is used to perform all or part of the services under this Contract under a separate contract with the Contractor, this Contract is subject to compliance tracking using the State's business diversity management system, [Access Equity](#) (B2Gnow). The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the [Access Equity Help Center](#). The Superintendent reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified woman and/or minority business (WMBE) or Non-WMBE. The Contractor shall:
- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after the Superintendent creates the Contract Record.
 - b. Complete the required user training (two (2) one- (1-) hour online sessions) no later than twenty (20) days after the Superintendent creates the Contract Record.

- c. Report the amount and date of all payments (i) received from the Superintendent, and (ii) paid to Subcontractors, no later than thirty (30) days, issuance of each payment made by the Superintendent to the Contractor, unless otherwise specified in writing by the Superintendent, except that the Contractor shall mark as “Final” and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the Superintendent or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or Superintendent, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Superintendent when necessary, to resolve promptly any discrepancies between reported and received payments.

39. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

40. Technology Security Requirements. The security requirements in this document reflect the applicable [requirements of Standard 141.10 of the Office of the Chief Information Officer \(OCIO\)](#) for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech OCIO IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between Superintendent and the Contractor. Any related costs to performing these activities shall be at the expense of the Contractor. Any such activities and resulting checklist and/or other products must be shared with the Superintendent's Information Technology Services.

41. Termination for Convenience. Except as otherwise provided in this Contract, the Superintendent or Superintendent's Designee may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the

Superintendent shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination and non-cancelable obligations.

42. Termination for Default. In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a reasonable manner, the Superintendent has the right to suspend or terminate this Contract. The Superintendent shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. The Superintendent reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Superintendent to terminate the Contract. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Superintendent provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

43. Termination Due to Funding Limitations or Contract Renegotiation, Suspension. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion of this Contract, with the notice specified below and without liability for damages:

- a. At Superintendent's discretion, the Superintendent may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At Superintendent's discretion, the Superintendent may give written notice to Contractor to suspend performance when Superintendent determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other in writing of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When Superintendent determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to Superintendent and an acceptable date cannot be negotiated, Superintendent may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination and for noncancelable obligations.
- c. Superintendent may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. Superintendent shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination and for non-cancelable obligations. No penalty shall accrue to Superintendent in the event the termination option in this section is exercised.

- d. For purposes of this section, “written notice” may include email.

44. Termination Procedure. Upon termination of this Contract the Superintendent, in addition to other rights provided in this Contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the “Treatment of Assets” clause shall apply in such property transfer.

The Superintendent shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Superintendent and the amount agreed upon by the Contractor and the Superintendent for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Superintendent, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Superintendent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the “Disputes” clause for this Contract. The Superintendent may withhold from any amounts due to the Contractor such sum as the Superintendent determines to be necessary to protect the Superintendent against potential loss or liability.

The rights and remedies of the Superintendent provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract. After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the Contract had been completed, would have been required to be furnished to the Superintendent;
- f. Complete performance of such part of the work not terminated by the Superintendent; and
- g. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this Contract which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

45. Treatment of Assets. Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

Any property of the Superintendent furnished to the Contractor shall, unless otherwise provided herein, or approved by the Superintendent, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the Superintendent which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Contractor under this clause shall include Contractor's employees, agents and subcontractors.

46. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A1 Federal Grant Terms and Conditions

PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

MEMORANDUM to ED GRANTEES REGARDING THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or

conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.

- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
 - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

OSPI Americans with Disabilities Act (ADA) Compliance: Graphics & Colors

Because of their disability, many people with low vision do not see webpages the same as others. Some see only small portions of a computer display at one time. Others cannot see text or images that are too small. Still others can only see website content if it appears in specific colors.

For these reasons, many people with low vision use specific color and font settings when they access the Internet – settings that are often very different from those most people use.

For example, many people with low vision need to use high contrast settings, such as bold white or yellow letters on a black background. Others need just the opposite – bold black text on a white or yellow background. And, many must use softer, more subtle color combinations.

Tips for Graphic Creation that is Accessible

- Provide good contrast. Be especially careful with light shades of gray, orange, and yellow.
- Use True Text whenever possible. You can see True Text (TT) next to the font selection in most programs.
- Avoid all caps. All caps can be difficult to read and can be read incorrectly by screen readers.
- Use adequate font size. Font size can vary based on font chosen, but 10 point is usually the minimum.
- Make sure links are recognizable. Differentiate links in the body of the page with underline or bold. Links should clearly tell the user where the link will take them (no "click here" links).
- Don't convey content with color alone. Users

often can't distinguish or may override page colors.

Resources for Web Accessibility

- [Color code finder](#). Upload a photo to find the different color codes.
- [Color contrast checker](#). Enter color codes to find out which foreground and background combination is accessible.

Accessible Color Guidance

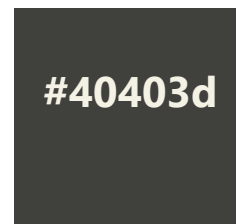
The colors below are OSPI's main brand colors and associated codes. They are displayed with text and background color in ADA compliance.

OSPI's cream and charcoal colors should be used in designs instead of white and black.

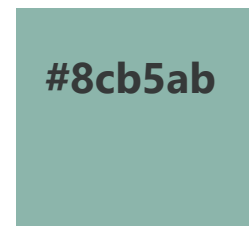
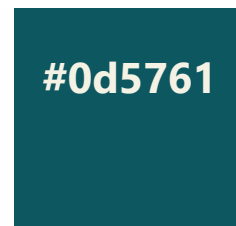
Cream color code: #f7f5eb

Charcoal color code: #40403d

Preferred



Optional



Washington Office of Superintendent of
PUBLIC INSTRUCTION