

**INTERLOCAL AGREEMENT
Agreement No. 20250108**

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
600 Washington Street SE
PO Box 47200
Olympia, WA 98504-7200

and

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189
1601 R Avenue
Anacortes, WA 98221

Employer Identification #91-0868056
Unified Business Identifier #600-253-146

THIS AGREEMENT is made and entered into by and between the Northwest Educational Service District 189, hereinafter referred to as "NWESD" or "ESD 189," and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI."

PURPOSE OF THIS AGREEMENT

This Agreement is necessary for the successful implementation, operation, and evaluation of comprehensive and cohesive statewide professional development in support of OSPI's project to eliminate the practice of isolation and reduce the practice of restraint in Washington state schools.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

NWESD shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

In order to accomplish the general objectives of this Agreement, and those outlined in Attachment A – Request for Proposals No. 2024-12, and Attachment B – NWESD's Proposal, NWESD shall perform the following specific duties to the satisfaction of the OSPI Contract Manager:

As part of a OSPI's Reducing Restraint and Eliminating Isolation (RREI) project, NWESD shall provide professional development (PD) to Washington districts with needs related to building school-wide systems and district-level infrastructure to eliminate student isolation, and track and reduce restraint use. PD shall focus on expansion, development, and improvement of NWESD Discovery Programs. In order to do so, NWESD shall deliver services in three (3) task areas:

- I. Professional Development design and delivery
- II. Collaboration with OSPI and other PD providers
- III. Evaluation and reporting

Task I: Professional Development Delivery

- a. Finalize PD content and submit a detailed plan of delivery, inclusive of schedule and content, to OSPI’s RREI team. If deemed necessary by the RREI team, NWESD shall revise plan of delivery according to OSPI guidelines.
- b. Provide professional development to three (3) Cooperative Program Schools, as well as three (3) NWESD districts, including an agreed-upon number – no lower than one (1) – of participating RREI “Pilot Site” districts. Provider/district match-ups will be finalized collaboratively, based on the following.

Schools/Programs	Proposed Districts	RREI Pilot Districts
Whatcom Discovery	Mount Baker	Anacortes
Snohomish Discovery	Ferndale	Concrete
NW Regional Learning Center		Lakewood

- c. Project builds capacity of district capacity to provide supports to paraeducators, teachers and administrators in supporting the needs of students exhibiting intensive social, emotional, and behavioral disabilities. NWESD will thus deliver PD to the following targeted audiences:
 - Education support personnel (e.g., paraeducators)
 - School leaders (e.g., principals)
 - Classroom teachers (general and/or special education)
- d. NWESD shall not provide professional development or training on the use of prohibited practices or restraint practices that have been recommended against by the [Crisis Prevention Workgroup](#). This Agreement is considered breached and subject to Termination for Cause, if instruction in the use of any of the following are included in PD delivery:
 - Prone restraint(s)
 - Supine restraint(s)
 - Wall restraint(s)
 - Chemical restraint(s)
 - Use of noxious spray
 - Use of a restraint device that binds a student’s limbs together

Task II: Collaboration with OSPI & Other PD Providers

- a. Engage in ongoing collaboration with OSPI and the other participating RREI professional development providers every nine (9) weeks according to the Schedule of Deliverables. Dates are subject to change according to availability of all project partners.

Task III: Evaluation & Reporting

- a. Develop and implement an evaluation plan for PD offerings. Outcomes and Performance for Snohomish Discovery, NW Learning Center, and Whatcom Discovery will be measured using the PEER EBD Program Review tool developed by Dr. Bridget Walker. Snohomish and Whatcom Discovery have engaged in a program review using this tool and have 2023 baseline data for comparison to May 2025 data.
- b. Expected resulting student outcomes of PD are *intended* to reflect one (1) or more of the following:

- Decrease in number of Restraint & Isolation incidents, number of students involved in incidents, and number of resulting injuries;
 - Reduction of equity gaps as demonstrated through disaggregated Restraint & Isolation data;
 - Improved student outcomes as measured by the Washington School Improvement Framework (WSIF) (e.g., graduation rate, school quality and student success);
 - Least Restrictive Environment (LRE) data demonstrating increased time of students eligible for special education services in general education classrooms;
 - Positive shifts in student perceptions of school climate, as demonstrated through school climate survey collection (if applicable – there are no state requirements to measure school climate).
- c. NWESD shall provide quarterly reports according to the Schedule of Deliverables. Reports must contain, at minimum, the following components:
- A summary of activities performed,
 - Number of people served, delineated by target audiences,
 - Update on evaluation components/performance measures.
- d. Final report must contain, at minimum, the following components:
- A summary of activities performed,
 - Number of participants served, delineated by target audiences,
 - Final evaluation components/performance measures,
 - Recommended next steps for statewide PD offerings.

DELIVERABLES

NWESD shall provide the following deliverables to the OSPI Agreement Manager by the dates indicated below:

SCHEDULE OF DELIVERABLES	
Deliverable	Due Date
1. Finalize PD content and evaluation plan	7/30/2024
2. PD offerings begin	8/1/2024
3. Quarterly Report #1	8/30/2024
4. Quarterly Report #2	12/31/2024
5. Quarterly Report #3	3/7/2025
6. PD offerings end	5/30/2025
7. Meetings with OSPI and other PD providers	8/16/2024
	10/18/2024
	12/13/2024
	2/14/2025
	4/18/2025
	6/20/2025
8. Final report (Quarterly Report #4)	6/30/2025

ACCESSIBILITY REQUIREMENTS

All written documents required under this Agreement 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 C – 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 NWESD 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.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2024, regardless of the date of execution, and be completed on June 30, 2025, unless terminated sooner as provided herein.

OSPI has the right to renew this Agreement in whole or in part for the years 2025-26 and 2026-27 by giving notice to NWESD. If OSPI provides such notice to NWESD, NWESD shall be obligated to enter into a Agreement with the same fiscal obligations as the previous Contract year, provided that OSPI and NWESD shall negotiate any revision of additional services or goals beyond those encompassed in the previous Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of one hundred and fifty thousand dollars (\$150,000), inclusive of any travel-related expenses, per the Schedule of Payments. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

Funds for the payment of this Agreement are provided by state dollars.

BILLING PROCEDURE

NWESD shall submit invoices to the OSPI Contract Manager after completion of the work specified, per the Schedule of Payments. The invoices shall include the Agreement 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 NWESD by Agency Financial Services, OSPI. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

SCHEDULE OF PAYMENTS		
Deliverable	Due Date	Payment
1. Finalize PD content and evaluation plan	7/30/2024	\$50,000
2. Quarterly Report #1	8/30/2024	\$25,000
3. Quarterly Report #2	12/31/2024	\$25,000
4. Quarterly Report #3	3/7/2025	\$25,000
5. Final written report (Quarterly Report #4)	6/30/2025	\$25,000

The invoices shall include the Agreement 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 Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to NWESD by Agency Financial Services, OSPI. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

If errors are found in the submitted invoice or supporting documents, the Contract Manager will notify NWESD. In order to receive payment, it shall be the responsibility of NWESD to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify the Contract Manager.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended 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.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

NWESD 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 NWESD further certifies that they will ensure that potential subcontractors or subrecipients 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. NWESD may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the “List of Parties Excluded from Federal Procurement and Non-Procurement Programs” provided on-line by the General Services Administration, and Washington State vendor debarment list.

CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Agreement. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

NWESD 189	OSPI
Anita Tromp Contract Manager 1601 R Avenue Anacortes, WA 98221 Phone: 360-299-4018 Email: atromp@nwesd.org	Sam Mintz Program Supervisor Old Capitol Building PO Box 47200 Olympia, WA 98504-7200 Phone: 564-669-3350 Email: sam.mintz@k12.wa.us

CREATIVE COMMONS ATTRIBUTION LICENSE

NWESD understands that, except where otherwise agreed to in writing or approved by OSPI or the Contract Manager, all original works of authorship produced under this Agreement shall carry a [Creative Commons Attribution License](#), version 4.0 or later. Life Space Crisis Intervention (LSCI) model is the copyrighted work of Dr. Bridget Walker.

All Materials NWESD 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 this Agreement, but that incorporate pre-existing materials not produced under this Agreement, NWESD will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If NWESD would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

NWESD warrants and represents that NWESD has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes and rules
- Statement of work
- Attachment A – Request for Proposals No. 2024-12
- Attachment B – NWESD's Proposal
- Attachment C – OSPI Americans with Disabilities Act Compliance: Graphics and Colors
- Any other provisions of the Agreement, including materials incorporated by reference

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

RIGHTS IN DATA

Copyright in all material created by NWESD and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and NWESD may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which NWESD provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by NWESD or such other party as determined by Copyright Law and/or NWESD's internal policies; however, for any such materials, NWESD hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SUBCONTRACTING

Neither NWESD nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of OSPI. NWESD is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of NWESD to OSPI for any breach in the performance of NWESD duties. This clause does not include contracts of employment between NWESD and personnel assigned to work under this Agreement.

If, at any time during the progress of the work, OSPI determines in its sole judgment that any subcontractor is incompetent, OSPI shall notify NWESD, and NWESD shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by OSPI of any subcontractor or the termination of a subcontractor shall not relieve NWESD of any of its responsibilities under the Agreement, nor be the basis for additional charges to OSPI.

As such, OSPI hereby acknowledges Contractor will utilize the following subcontractors. Any additional subcontractors/substitutions of subcontractors shall be submitted to the OSPI Contract Manager in writing before performing any duties related to this Agreement.

- Bridget Walker, Ph.D. Consulting Inc.

TERMINATION

Either party may terminate this Agreement upon thirty (30) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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 Agreement and prior to normal completion of this Agreement, with the notice specified below and without liability for damages:

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

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION PROCEDURE

Upon termination of this Agreement, OSPI, in addition to other rights provided in this Agreement, may require NWESD to deliver to OSPI any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

OSPI shall pay to NWESD the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by NWESD and OSPI 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 OSPI, and (d) the protection and preservation of the property, unless the termination is for cause, in which case OSPI 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 Agreement. OSPI may withhold from any amounts due to NWESD such sum as OSPI determines to be necessary to protect OSPI against potential loss or liability.

The rights and remedies of OSPI provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSPI, NWESD shall:

- a. Stop work under this Agreement 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 Agreement that is not terminated;
- c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of NWESD under the orders and subcontracts in which case OSPI 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 OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;
- f. Complete performance of such part of the work not terminated by OSPI; and
- g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of NWESD and in which OSPI has or may acquire an interest.

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 unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Northwest Educational Service District 189

Superintendent of Public Instruction
State of Washington

DocuSigned by:
Ismael Vivanco
0EFC64D66AE402...

DocuSigned by:
Kyla L Moore
0A002A2C600A40C...

Signature

Kyla L. Moore, Contracts Administrator

Ismael vivanco

7/17/2024

Printed Name

Date

superintendent

Title

7/17/2024

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 B
Request for Proposals No. 2024-12
Reducing Restraint & Eliminating Isolation Statewide Professional
Development & Support

STATE OF WASHINGTON
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
OLYMPIA, WASHINGTON

PROPOSAL DUE DATE: 3:00 p.m., Pacific Time (PT) on April 19, 2024

PRE-BID CONFERENCE: 11:00 a.m., Pacific Time (PT) on April 2, 2024

ESTIMATED CONTRACT PERIOD: May 31, 2024, through June 30, 2025 Amendments extending the period of performance, if any, shall be at the sole discretion of OSPI.

CONSULTANT ELIGIBILITY: This solicitation is open to those Consultants who satisfy the minimum qualifications stated herein and that are available for work in Washington State.

SUBMIT PROPOSAL TO: contracts@k12.wa.us

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on OSPI. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

This RFP 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](#). All RFP amendments and/or Consultant questions and OSPI answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive automatic notifications: **924-05:** Educational Advisory Services; **924-16:** Course Development Services, Instructional/Training; **924-18:** Educational Services, Alternative; **924-19:** Educational Research Services; **924-41:** Instructor-led, Classroom Training (Non-Technical); **924-71:** School Operation and Management Services; **924-74:** Special Education.

OSPI, and its contractors and subcontractors, must not discriminate in any programs or services based on sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability, and must comply with state and federal nondiscrimination laws, including Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or equity@k12.wa.us.



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Section A. INTRODUCTION

This section describes the purpose of the RFP and provides information about this procurement, including the potential scope of the opportunity and requirements.

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

Agency or OSPI – The Washington State Office of Superintendent of Public Instruction; the entity issuing this RFP.

Amendment – A unilateral change to the Solicitation that is issued by OSPI at its sole discretion and posted on WEBS and OSPI's website.

Apparent Successful Bidder (ASB) – A Bidder submitting a response to this Solicitation that is evaluated and is identified and announced by OSPI as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful Bidder or the Contractor.

Bid – An offer, proposal, or quote for goods or services submitted in response to this RFP.

Bidder – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

Competitive Solicitation – A documented formal process providing an equal and open opportunity to Bidders or Consultants culminating in a selection based on predetermined criteria.

Complaint – A process that may be followed by a Consultant prior to the deadline for bid submission to alert OSPI of certain types of asserted deficiencies in the Solicitation.

Consultant – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

Contractor – Individual or company whose proposal has been accepted by OSPI and is awarded a fully executed, written contract.

Debriefing – A short meeting an unsuccessful Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder’s Response.

Fiscal Year – In Washington State, a 12-month period extending from July 1 of one calendar year to June 30 of the next calendar year.

Proposal – A formal offer submitted in response to this RFP.

Proprietary Information – Information such as patents, technological information or other related information that the Bidder or Consultant does not want released or shared with the public.

Protest – A process that may be followed by a Bidder after the announcement of the Apparent Successful Bidder to alert OSPI to certain types of alleged errors in the evaluation of the Solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

RCW – The Revised Code of Washington.

Responsible Bidder – An individual, organization, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and meets the elements of responsibility. (See RCW 39.26.160 (2))

Responsive Bidder – An individual, organization, public or private agency, or other entity who has submitted a Bid that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

RFP Coordinator – An individual or designee who is employed by OSPI and who is responsible for conducting this Solicitation.

Solicitation – A formal process providing an equal and open opportunity for Bidders culminating in a selection based upon predetermined criteria.

Subcontractor – An individual or other entity contracted by a Consultant to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of OSPI.

Vendor – Individual organization, public or private agency submitting a proposal in order to attain a contract with OSPI. For purposes of this Solicitation, the terms Bidder, Consultant, and Vendor are interchangeable.

WEBS – Washington’s Electronic Business Solution, the Consultant notification system found at [Washington Electronic Business Solution \(WEBS\) Procurement website](#) and maintained by the Washington State Department of Enterprise Services. Consultants are encouraged to register with WEBS to receive automatic notifications about this and other procurements.

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a Contract for the Office of Superintendent of Public Instruction (OSPI) to procure goods and/or services as set forth herein. Pursuant to Washington’s Procurement Code for Goods and Services, RCW chap. 39.26, state agency purchases of goods and services must be based on a competitive solicitation.

Therefore, OSPI is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating on a project to plan, implement/deploy, and evaluate comprehensive and cohesive statewide professional development. This is part of a larger state project to reduce the use of restraint and eliminate isolation, and professional development (PD) must support one or more target audiences (noted below). Support may include activities such as coaching/mentoring, Professional Learning Communities (PLCs), stipends for participating in professional development, substitute costs, travel costs, and per diems. All costs for activities, including participant costs, included in proposals must be managed by the contractor.

This initiative will support comprehensive and coordinated activities designed to build school-level and district-level systems that eliminate student isolation, track and reduce restraint use, and build schoolwide systems to support students in distress and prevent crisis escalation cycles that may result in restraint or isolation, through targeted professional development.

Proposals must address one or more of the following statewide target audiences:

- 1) Education support personnel (e.g., paraeducators)
- 2) Families and students
- 3) School leaders (e.g., principals)
- 4) Pre-service school leaders
- 5) Classroom teachers (general and special education)
- 6) Pre-service classroom teachers
- 7) School counseling staff
- 8) School support staff (e.g., transportation, nutritional services)
- 9) Local school board members

10) District leaders (e.g., superintendents)

(Note: It is not expected that one proposal will address all target audiences.)

OSPI is planning to enter into multiple contracts for these activities and encourages consultants to partner across other organizations within the state with similar goals, as part of their proposal. Multiple contracts are desired to address the breadth of the needs of the target audiences, while also ensuring that the support provided to each target audience is consistent across the state.

Organizations providing professional development opportunities to districts and schools will be expected to collaborate and network with one another to prevent duplicative effort, elevate the strengths of other PD organizations, and to ensure a cohesive approach to reducing restraint and eliminating isolation. This will include ongoing collaboration with other organizations as part of a statewide PLC that includes OSPI and participating professional organizations to occur every eight (8) weeks.

It is required that each consultant have Washington practitioners from the target audiences that they propose to serve as part of their plan and delivery of professional development and support. This is in order to build and sustain state and local capacity, to demonstrate positive peer relationships, and to utilize the expertise of Washington public education faculty, staff, and leaders. Consultants from out-of-state should clearly indicate how these partnerships will be developed and maintained.

A.3. BACKGROUND

Led by Superintendent Chris Reykdal, OSPI is the primary agency charged with overseeing public K–12 education in Washington state. Working with the state's two hundred ninety-five (295) public school districts, seven (7) state-tribal education compact schools, and public charter schools, OSPI allocates funding and provides tools, resources, and technical assistance so every student in Washington is provided a high-quality public education.

During the 2023 session, the Washington State Legislature proposed House Bill (HB) 1479, a measure which would have prohibited isolation and further restricted restraint in public schools. Despite successfully moving through the House of Representatives, the bill failed to pass in the Senate. Subsequently, OSPI received designated state funds for fiscal years 2024 and 2025 through Engrossed Substitute Senate Bill (ESSB) 5187 (501)(4)(mm). This tasked OSPI to provide statewide professional development and create district demonstration sites in support of efforts to eliminate isolation and reduce restraints and room clears.

The purpose of these designated state funds for this project are specifically to:

- Support Educational Service Districts (ESDs) and Local Education Agencies (LEAs) in building school-level systems and district-level infrastructure to eliminate student isolation, and track and reduce restraint use.

- Support ESDs and LEAs in developing schoolwide systems to support students in distress and prevent crisis escalation cycles that may result in restraint or isolation. These must include trauma-informed positive behavior and intervention supports, de-escalation, and problem-solving skills.
- Support the creation and implementation of school-wide and district-wide processes of consistent data collection and reporting.
- Provide resources and funding in support of systems-level technical assistance, training, and coaching for district and school staff to address barriers and identify solutions to reduce restraint and eliminate isolation.
- Evaluate the impact of reduction and elimination strategies and programs, utilizing established instruments provided or approved by OSPI.

In addition to the target audiences identified above (see Section A.2.) for statewide professional development and support, OSPI is in the process of identifying preliminary cohorts of schools across the state for additional supports. **Funding separate from this RFP has been set aside for this cohort of schools, as well as for the model demonstration sites and school/district/ESD grants, and school districts and ESDs will have a separate application process through OSPI.**

For background and information regarding federal Restraint & Isolation policy, please view the [U.S. Department of Education Restraint & Seclusion Resource Guide](#).

A.4. OBJECTIVE AND SCOPE OF WORK

A. Objective: Design and deliver statewide professional development and support to one or more, but not all targeted audiences to reduce restraint and eliminate isolation.

Although not an exhaustive list, activities should consider the professional skills needed for:

- 1) Paraeducators to navigate and support the needs of students who have experienced trauma, students with extensive behavior support needs, and students with disabilities;
- 2) School staff to effectively partner with families and students regardless of race, ethnicity, home language, disability, etc.
- 3) School leaders to develop, implement, and evaluate procedures for implementing trauma-informed behavior interventions;
- 4) School board members to develop, implement, and evaluate policies related to trauma-informed behavior interventions;
- 5) School staff to collect assessment and progress data related to student behavior and incidences of restraint and isolation;
- 6) School staff to design and complete Functional Behavioral Assessments (FBAs), with fidelity;
- 7) School staff to develop Behavioral Intervention Plans (BIPs) aligned with FBA results that are preventive, strengths- and skills-based, and that utilize evidence-based positive support and teaching practices;

- 8) School counseling staff to support the needs of students who have experienced restraint and/or isolation;
- 9) School support staff to work with students who have experienced trauma, students with extensive behavior support needs, and students with disabilities;
- 10) School staff to accurately document and report incidences of restraint and isolation to districts;
- 11) District staff to accurately document and report incidences of restraint and isolation to OSPI.

Resulting *student outcomes* should be reflected in the following data sources:

1. Decrease in number of Restraint & Isolation incidents, number of students involved in incidents, and number of resulting injuries;
2. Reduction of equity gaps as demonstrated through disaggregated Restraint & Isolation data;
3. Improved student outcomes as measured by the Washington School Improvement Framework (WSIF) (e.g., graduation rate, school quality and student success);
4. LRE (Least Restrictive Environment) data demonstrating increased time of students eligible for special education services in general education classrooms;
5. Positive shifts in student perceptions of school climate, as demonstrated through school climate survey collection (if applicable – there are no state requirements to measure school climate).

Organizations providing professional development will also be expected to collect and summarize data related to the quality of the professional development provided, including:

1. Social validity data as reported by educators and families,
2. Teacher implementation fidelity,
3. School climate surveying (students, staff, families).

B. Scope of Work:

- Coordinate (i.e., discuss, plan, collaborate, disseminate) professional development and support activities with OSPI staff and divisions, RREI (Reducing Restraint & Eliminating Isolation) Pilot Project Lead, and other supporting organizations (“Partner organizations”) that also reach target audience(s).
- Participate in quarterly meetings scheduled by RREI Pilot Project Lead and provide regular and ongoing progress reports, while soliciting and responding to feedback from participants, Partner organizations, and OSPI.
- Plan, budget, and manage all aspects of professional development and support activities, which includes at a minimum:
 - scheduling of all activities,
 - locating and securing physical space,
 - developing, piloting of materials (if needed), and coordinating/aligning of professional development content that include state/regional data, project priorities,

- evidence-research base, meet Section 508 accessibility requirements, and include Washington state examples,
 - purchasing materials and supplies,
 - coordinating and providing support costs to participants, such as travel costs, per diems, stipends, and substitutes,
 - facilitating data collection and reporting relating to ongoing professional development activities, and
 - identifying and communicating with targeted audience statewide, with minimal assistance from OSPI staff.
- Deploy professional development and support beginning May 2024, and continuing through June 30, 2025. Activities should increase in scale during the project yet be adequate to demonstrate changes in adult behaviors and student outcomes annually.
 - Develop an evaluation plan for the activities (see Objective section above).
 - Provide a written report for OSPI, summarizing activities, evaluation components, and results.
 - Present at state conferences and meetings on plans, activities, and results, targeting audiences of school and district leaders and educators, as well as families. Family presentations should include community organizations, when possible, and contain information relevant to families in languages other than English when necessary.
 - Provide regular (i.e., quarterly) and ongoing written deliverables (e.g., progress reports, PD opportunities, information to support inclusion) to OSPI for dissemination through monthly newsletters and social media.

C. Accessibility & Branding Requirements:

All documents, videos, audio records, presentations, or other deliverables required under the resulting 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 Exhibit E – OSPI Americans with Disabilities Act Compliance: Graphics and Colors, OSPI’s Brand Use Policy, OSPI’s Style Guide, and OSPI’s Videography Style Guide which are hereby incorporated by this reference. For narrative or documentary style videos required under the resulting Contract, the final product and all raw footage shall be mailed to the OSPI Communication and Digital Media office on a hard drive furnished by the Contractor. 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.

A.5. BIDDER QUALIFICATIONS

Minimum Qualifications:

- 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.

- Personnel with experience providing or supervising general education and special education services within Washington public schools, and knowledge of the Washington public education system.
- Experience in providing effective, engaging, and culturally relevant professional development, including coaching/mentoring, to adult learners at a district, state, or national level.
- Experience with and understanding of positive behavior interventions and supports system implementation within schools and school districts, specifically related to elimination of isolation and reduction of restraint.
- Knowledge of evidence-based methods for reducing crisis escalation that can result in the use of restraint or isolation, including social and emotional learning (SEL) curriculum and strategies, and student mental and behavioral health supports.
- Successful experience in school improvement planning, including data analysis demonstrating changes in outcomes, of at least three (3) years.
- Experience in convening heterogeneous groups of Washington education professionals and families, to identify growth opportunities, develop a change plan, and implementation of a plan.
- Demonstrated successful experience utilizing project management principles and coordinating a budget of at least \$100,000 when successfully implementing complex projects for students/families, education leaders, or educators.
- Demonstrated ability to communicate clearly and accurately verbally and in writing, and manage multiple projects, while ensuring timelines are met and goals are achieved.
- Staff/partners including Washington practitioners from the target audiences that the bidder proposes to serve.

Consultants who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about May 31, 2024, and end on or before June 30, 2025. The option to extend any contract resulting from this procurement shall be at the sole discretion of OSPI.

As such, OSPI reserves the right to amend to extend the contract for two (2) additional contract years through 2027, if additional funding is made available by the Legislature. Decision to amend shall be based on sustained satisfactory performance as decided by the Superintendent's designee, successful completion of project objectives, and availability of funding.

Additional services that are appropriate to the scope of this RFP, as determined by OSPI, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

A.7. FUNDING

OSPI has budgeted an amount not to exceed one million dollars (\$1,000,000) for this project. Individual proposals in response to this RFP shall not exceed one hundred fifty thousand dollars (\$150,000); however, OSPI does not represent or guarantee any minimum purchase from the resulting contract. Proposals in excess of this amount will be rejected as non-responsive and will not be evaluated.

Any applicable mileage, meals, lodging, or other travel-related expenses, will be reimbursed in accordance with [Washington State travel regulations](#) established by the Office of Financial Management.

Any contract awarded is contingent upon the availability of funding. Bidders are encouraged to provide their most favorable and competitive cost estimate to perform the work.

A.8. AMERICANS WITH DISABILITIES ACT

OSPI complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

Section B. GENERAL INFORMATION FOR BIDDERS

This section describes the procurement timeline and includes useful information for Bidders such as procurement procedure and state requirements.

B.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSPI for this procurement. All communication between the Consultant and OSPI upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Contact Information	
Name:	Kyla Moore
Address:	600 Washington Street South PO Box 47200 Olympia, WA 98504-7200
Email Address:	contracts@k12.wa.us

B.2. QUESTIONS & ANSWERS

Any questions or communications concerning this RFP must be directed only to the RFP Coordinator noted in Section B.1. Questions and/or inquiries must be sent via email and should include the RFP number. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will be considered unofficial and non-binding on OSPI, and may result in disqualification of the Consultant. Answers or other applicable addenda will be posted to OSPI and WEBS in accordance with the schedule in Section B.3.

Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow OSPI to consider and, if warranted, respond to the inquiry. If a Bidder does not notify the Procurement Coordinator of an issue, exception, addition, or omission, such matter may be considered to be waived by the bidder for protest purposes.

B.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Action	Date
OSPI issues RFP	3/15/2024
Question and Answer period	3/15/2024 – 4/10/2024
OSPI hosts Pre-Bid Conference	11:00 a.m. 4/2/2024
OSPI posts Question and Answer Addendum or Amendment resulting from Pre-Bid Conference (if necessary)	4/9/2024
Last date for questions regarding RFP	4/10/2024
Complaints due	4/12/2024
OSPI posts final Question and Answer Addendum or Amendment (if necessary)	4/15/2024
Proposals due	3:00 p.m. 4/19/2024
OSPI conducts evaluation of written proposals	4/22/2024
OSPI conducts oral interviews with finalists (if determined necessary by OSPI)	4/23/2024 – 4/29/2024
OSPI announces “Apparent Successful Bidder” and sends notification to unsuccessful Bidder(s)	5/6/2024
OSPI conducts debriefing conferences (if requested)	As requested, per debriefing instructions
Contract negotiation begins	5/6/2024
Anticipated contract start date	5/31/2024

OSPI reserves the right to revise the above schedule.

B.4. PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on April 2, 2024, from 11:00 a.m. to 1:00 p.m. PT. The pre-bid conference will be held virtually: <https://us02web.zoom.us/j/85114458318>

All prospective Consultants should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. OSPI shall be bound only to written answers to questions. Any oral responses given at the pre-bid conference shall be considered unofficial.

Questions arising at the pre-bid conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers in the form of an Addendum will be published on the [OSPI website](#) and released on WEBS under the commodity code(s) listed on the cover page of this RFP.

Within five (5) business days of the pre-bid conference, a copy of the questions and answers from the pre-bid conference will be placed on the OSPI website and released on WEBS.

B.5. COMPLAINT PROCEDURE

The complaint process is available to Consultants interested in this RFP. The complaint process allows Consultants to focus on the Solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow OSPI to correct a problem before proposals are submitted and time expended on evaluations.

A Consultant may submit a complaint based on any of the following:

- The Solicitation unnecessarily restricts competition;
- The Solicitation evaluation or scoring process is unfair or flawed; or
- The Solicitation requirements are inadequate or insufficient to prepare a proposal.

Consultants may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Consultants are encouraged to submit complaints as soon as possible so OSPI can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by OSPI. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration.

The OSPI Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. OSPI will consider all complaints but is not required to adopt a complaint, in part or in full. OSPI's response to the complaint is final and not subject to administrative appeal. The response, and any changes to the RFP, will be posted as an amendment to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

B.6. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW. Bid submissions and evaluations are temporarily exempt from public disclosure until announcement of the ASB(s).

B.8.i. CONFIDENTIAL DOCUMENTS

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by OSPI.

If OSPI requests confidential or proprietary information, you must clearly print the word “Confidential” on the lower right-hand corner of each page containing the confidential or proprietary information.

B.8.ii. PUBLIC RECORDS REQUESTS

If a public records request seeks your proposal and the proposal contains pages clearly marked “Confidential”, OSPI will take the following steps:

- i. We will notify you. We will identify the requestor and the date that OSPI will disclose the requested records.
- ii. We will give you an opportunity to seek a court order to stop OSPI from disclosing the records.
- iii. We will not evaluate or defend your claim of confidentiality. We will not withhold or redact your documents without a court order.

If you have any questions, refer to the [OSPI Public Records Office](#).

B.7. ADDENDUMS AND AMENDMENTS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be published on the [OSPI website](#). For this purpose, the published Consultant questions and Agency answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on WEBS under the commodity code(s) listed on the cover page of this RFP. Only consultants who have properly registered in WEBS will receive automatic notification of amendments or other correspondence pertaining to this RFP. For those not registered in [WEBS](#), it will be the responsibility of interested Consultants to check the website periodically for addenda and amendments to the RFP.

B.8. SMALL BUSINESS, MINORITY & WOMEN’S BUSINESS ENTERPRISES (MWBE), AND VETERAN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter [39.19 RCW](#), the State of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this RFP or on a subcontractor basis. For more information on certification, contact the [Washington Office of Minority and Women’s Business Enterprises](#). However, no preference points will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

43.60A.200 encourages the participation of Veteran and Service Member Owned Businesses certified by the Washington State Department of Veterans Affairs RCW [43.60A.195](#). For more information on certification, contact [Washington State Department of Veteran Affairs](#).

Additionally, per Department of Enterprise policy, agencies are encouraged to buy from in-state small business, including microbusinesses and minibusinesses.

Vendors who meet criteria set forth in chapter [39.19 RCW](#), should completed and submit the *Business Enterprise Certification Form* with the *Contractor Intake Form*.

B.9. ETHICS, POLICIES, & LAW

This RFP, the evaluation of proposals, and any resulting contract shall be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a proposal. Bidders shall indicate on their *Contractor Intake Form* any current or former state employees who are employed by, or subcontracted with, Bidder.

B.10. ACCEPTANCE PERIOD

Proposals must provide ninety (90) business days for acceptance by OSPI from the due date for receipt of proposals. OSPI may accept such bid, with or without further negotiation, at any time within such period.

B.11. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. OSPI may reject a Proposal as nonresponsive at any time for any of the following reasons:

- Incomplete Response
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this document and Exhibit B, Sample Contract, except as permitted in an amendment to this Solicitation
- Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this RFP, including Attachments
- Submission of incorrect, misleading or false information
- History of prior unsatisfactory contractual performance

The RFP Coordinator or evaluator(s) may contact any Bidder for clarification of the proposal. A bidder's failure to provide requested information to OSPI within ten (10) business days may result in disqualification. If a proposal is deemed non-responsive, it shall be removed from further consideration. Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

If a proposal meets all administrative and Bidder qualification requirements and submittal instructions, OSPI shall continue with the written evaluation and, if applicable, the oral evaluation.

OSPI reserves the right at its sole discretion to waive informalities. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.

B.12. MOST FAVORABLE TERMS

OSPI reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. OSPI does reserve the right to contact a Bidder for clarification of its proposal.

The Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSPI.

B.13. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Bidder will be expected to enter into a contract which is substantially the same as the sample contract and its General Terms and Conditions. In no event is a Bidder to submit its own standard contract terms and conditions in response to this RFP. The Bidder may submit exceptions as allowed in the Certifications and Assurances section. OSPI will review requested exceptions and accept or reject the same at its sole discretion.

Should contract negotiations fail to be completed within two (2) weeks after initiation, the Agency may immediately cease contract negotiations, declare the Bidder with the second highest score as the new Apparent Successful Bidder, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Bidders remain.

B.14. COSTS TO PROPOSE

OSPI will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

B.15. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or OSPI to contract for services specified herein. OSPI also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

B.16. REJECTION OF PROPOSALS

OSPI reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

B.17. COMMITMENT OF FUNDS

Only an authorized representative of OSPI may legally commit OSPI to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

B.18. STATEWIDE VENDOR PAYMENT REGISTRATION

Consultants awarded contracts as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. All OSPI Contractors are required to register as a Statewide Vendor; however, participation in direct deposit is optional. For online registration, visit the [Office of Financial Management website](#).

B.19. WASHINGTON STATE BUSINESS REGISTRATION

Consultants awarded contracts as a result of this RFP will be required to register with the Washington Secretary of State and/or Washington State Department of Revenue if registration requirements set forth by the [Department of Revenue](#) apply.

B.20. INSURANCE COVERAGE

The Apparent Successful Bidder must comply with the insurance requirements identified in the General Terms and Conditions.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to OSPI within fifteen (15) days of the contract effective date.

Section C. PROPOSAL CONTENTS

This section identifies how to prepare and submit a bid/proposal for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to the Procurement Coordinator to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

C.1. SUBMISSION OF PROPOSALS

Consultants shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. **Proposals must arrive by 3:00 p.m. PT on April 19, 2024.** The RFP number must be noted in the email subject line. Attachments to the email shall be Microsoft Word, Portable Document Format (PDF), or a zipped file. The maximum file size that can be received via email at OSPI is 35MB. Bidders should also be aware of their own service provider's limits which may be more restrictive. Proposals that exceed such limits may be submitted via OneDrive. OSPI does not assume responsibility for any problems with the electronic delivery of materials, unless it is determined that OSPI's email system or server was at fault.

Proposals not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of OSPI and will not be returned.

C.2. PROPOSAL OVERVIEW

Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. The Letter of Submittal, excluding the signed *Certifications and Assurances* and *Contractor Intake Form*, shall be a maximum of one (1) page. The four (4) major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal including signed certifications, as applicable
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

C.3. LETTER OF SUBMITTAL

The Letter of Submittal shall include introductory remarks, contact information for the Bidder's point of contact for the proposal and applicable certifications must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship).

C.4. TECHNICAL PROPOSAL

The Technical Proposal must contain a comprehensive description of services including the following elements:

- C.3.i. Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- C.3.ii. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSPI staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C.3.iii. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- C.3.iv. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- C.3.v. Performance-Based Contracting** – RCW 39.26.180 requires that, to the extent practicable, Washington State agencies enter into performance-based contracts. Performance-based contracts identify expected deliverables and performance measures or outcomes and are contingent on the contractor providing such deliverables or achieving performance outcomes.

Bidders are encouraged to structure Technical and Cost proposals in a performance-based manner that identify payment(s) tied to deliverables identified in Section C.3.iv.

C.3.vi. Outcomes and Performance Measurement – Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the state agency.

Note: Mere repetition of the work statement in Section 1 will not be considered responsive.

C.3.vii. Risks – Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the Agency’s contract manager.

C.5. MANAGEMENT PROPOSAL

C.4.i. Project Management/Team Structure/Internal Controls

Project Team Structure/Internal Controls – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.

Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

C.4.ii. Experience of the Consultant/Staff/Subcontractors

Relevant Experience – Describe how the Consultant meets the minimum qualifications and, if applicable, the desired qualifications. Include other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

Bidder shall also affirm minimum qualifications on the *Qualification Affirmations Form*.

Related Contracts – Include a list of contracts the Consultant has had during the last five (5) years that relate to the Consultant’s ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, phone numbers, and email addresses.

C.4.iii. References

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the Consultant and team members grant permission to OSPI to contact these references and others who, from OSPI's perspective, may have pertinent information. OSPI may or may not, at OSPI's discretion, contact these references or others. OSPI reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible. Do not include current OSPI staff as references.

C.4.iv. Past Performance

Provide information regarding past performance by indicating if the Consultant has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, OSPI reserves the right to disqualify Consultant proposals based on the Consultant's historical performance, as outlined above in Section B. General Information for Consultants, 11. Responsiveness.

C.4.v. Examples/Samples of Related Projects/Previous Work (Optional)

Bidders may choose to submit examples or samples of previous work/deliverables for related projects.

C.4.vi. Subcontractors

Identify any known or potential subcontractors who will be assigned to the potential contract.

Once a contract is awarded, the contract will be subject to compliance tracking using the State's business diversity management system, [Access Equity](#) (B2Gnow). Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. 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](#).

Each month during the contract, the Contractor is required to report payments to all Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Contractor shall enter this payment information into the Access Equity system, and require the Subcontractors verify the information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Contractors and Subcontractors, proposed during the procurement process and/or after a contract has been awarded and/or executed.

C.6. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

C.5.i. Identification of Costs

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the Contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the Contract. **If submitting for more than one target audience, it is recommended to break down work plan and cost proposal by target audience, as well as to demonstrate efficiency by using the same consultant.** Consultants are required to collect and pay Washington State sales tax, if applicable.

C.5.ii. Travel Costs

If the Consultant's proposal includes any travel-related expenses as a line item, they are to be broken out separately. Any applicable mileage, meals, lodging, or other travel-related expenses, will be reimbursed in accordance with [Washington State travel regulations](#) established by the Office of Financial Management.

C.5.iii. Subcontractor Costs

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

C.5.iv. Indirect Costs

Per OSPI’s indirect costs policy, the maximum amount that may be charged or included in contracts is the following:

Entity	State Contracts	Federal Contracts
School Districts	State recovery rate	Federal indirect rates, per OSPI’s agreement with the U.S. Department of Education
Educational Service Districts	Per annual letter of agreement by K-12 Financial Resources Division	Per annual letter of agreement by K-12 Financial Resources Division
All other entities (including higher education, non-profits, independent consultants, etc.)	10%	10%

Section D. EVALUATION AND AWARD

D.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by OSPI, which will determine the ranking of the proposals.

For responsive bids, OSPI will determine whether the bidder is a “responsible bidder.” Accordingly, OSPI will make reasonable inquiry to determine bidder responsibility on a pass/fail basis. In determining bidder responsibility, OSPI may consider the following statutory elements:

- Bidder’s ability, capacity, and skill to perform the contract or provide the service required;
- Bidder’s character, integrity, reputation, judgment, experience, and efficiency;
- Bidder’s ability to perform the contract within the time specified;
- Bidder’s performance quality pertaining to previous contracts or services;
- Bidder’s compliance with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State 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 chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Contract.

In accordance with RCW 39.26.160(2)(a)-(g), OSPI may request financial statements, credit ratings, references, record of past performance, clarification of bidder’s bid, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary to determine bidder’s capacity to perform and the enforceability of bidder’s contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.

D.2. EVALUATION AND SCORING

The following points will be assigned to the proposals for evaluation purposes:

Category	Maximum Points Possible
Responsive to Minimum Qualifications and Requirements	Pass/Fail
Responsible Bidder	Pass/Fail
Technical Proposal	100 points
Project Approach/Methodology	35 points
Quality of Work Plan	35 points
Project Schedule	10 points
Project Deliverables	10 points
Risks	10 points
Management Proposal	60 points
Project Team Structure/Internal Controls	30 points
Staff Qualifications/Experience	30 points
Cost Proposal	100 points
Subtotal (total points possible from each evaluator)	260 points
Reference Checks (if determined necessary by OSPI)	10 points
Oral Presentation (if determined necessary by OSPI)	10 points
GRAND TOTAL FOR PROPOSAL	280 points

D.3. REFERENCE CHECKS

References may be contacted for the top-scoring Bidder(s) only and will then be scored and added to the total score.

By submitting a proposal in response to this RFP, the Consultant and team members grant permission to OSPI to contact these references and others who, from OSPI’s perspective, may have pertinent information. OSPI may or may not, at OSPI’s discretion, contact these references or others. OSPI reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

D.4. INTERVIEW/DEMONSTRATION

After bids are received and written evaluations are completed, OSPI, at its sole discretion, may request that one or more Responsible and Responsive Bidders participate in an oral interview and/or presentation or demonstration. Should OSPI elect to hold interviews/demonstrations, it will contact the top-scoring bidder(s) to schedule a date, time, and location. Commitments made by the Bidder at the interview/demonstration, if any, will be considered binding.

The scores from the written evaluation and the oral presentation combined together will determine the Apparent Successful Bidder.

D.5. SELECTION OF APPARENT SUCCESSFUL BIDDER

OSPI reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of and most advantageous to OSPI and the state of Washington. The selected bidder will be declared the Apparent Successful Bidder (ASB).

The date of announcement of the ASB will be the date the announcement is emailed. The State will enter into contract negotiations with the ASB. Should contract negotiations fail to be completed within two (2) weeks after initiation, the State may immediately cease contract negotiations, declare the Bidder with the second highest score as the new ASB, and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain. Alternatively, OSPI reserves the right to cancel this solicitation and not award a contract to any Bidder.

Upon OSPI's announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act.

D.6. NOTIFICATION TO BIDDERS

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

D.7. DEBRIEFING OF UNSUCCESSFUL BIDDERS

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. A Debrief Conference is an opportunity for a bidder and OSPI to meet and discuss the bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following the bid evaluation, OSPI will issue an ASB announcement. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days following announcement of the ASB. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by OSPI and Bidder.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debrief conferences may be conducted either in person at OSPI's office in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), as determined by OSPI, and may be limited by OSPI to a specified period of time.

Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as non-responsive and therefore did not go through the formal evaluation process, are not entitled to a debriefing conference.

Please note, because the debrief process must occur before making an award, OSPI likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. OSPI will not allow the debrief process to delay the award. Therefore, Bidders should plan for contingencies and alternate representatives; Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

D.8. PROTEST PROCEDURE

This protest procedure is available to Bidders who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests shall be submitted to the RFP Coordinator via email.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

The protest must state:

1. The RFP number.
2. The grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant.
3. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or OSPI policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the

quality of a proposal, 2) OSPI's assessment of its own and/or other agencies needs or requirements, or 3) a complaint raised during the Complaint Procedure.

Upon receipt of a protest, a protest review will be held by OSPI.

1. The agency will assign a Protest Officer who had no involvement in the evaluation and award process to investigate and respond to the protest.
2. The Protest Officer will consider the available facts and issue a written response to the Bidder within ten (10) business days after receipt of the protest, unless additional time is needed. OSPI will notify the protesting bidder in writing if additional time is needed.
3. A copy of the protest and the agency's written decision will be provided to the Superintendent of Public Instruction and the Director of DES.

In the event a protest may affect the interest of another Bidder that submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Protest Officer.

The final determination of the protest shall either:

- Find the protest lacking in merit and uphold OSPI's action; or
- Find only technical or harmless errors in OSPI's procurement process and determine OSPI to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSPI options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the RFP document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If OSPI determines that the protest is without merit, OSPI will enter into a contract with the Apparent Successful Bidder, assuming the parties reach agreement on the contract's terms. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. All decisions made by OSPI relating to the protest shall be final.

Section E. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Qualification Affirmations

Exhibit C Sample Contract

Exhibit D General Terms and Conditions

Exhibit E OSPI Americans with Disabilities Act Compliance: Graphics and Colors

Exhibit F Contractor Intake Form

Exhibit G Proposal Checklist

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

Available as a fillable form on [OSPI's procurement website](#).

Bidder must sign and include the full text of this Exhibit A with their proposal.

Bidder makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of ninety (90) business days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) business-day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.
11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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EXHIBIT B

QUALIFICATION AFFIRMATIONS

Available as a fillable form on [OSPI's procurement website](#).

CONSULTANT INFORMATION	
Bidder:	
MINIMUM QUALIFICATIONS	
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Personnel with experience providing or supervising general education and special education services within Washington public schools, and knowledge of the Washington public education system.</p> <p><input type="checkbox"/> Experience in providing effective, engaging, and culturally relevant professional development, including coaching/mentoring, to adult learners at a district, state, or national level.</p> <p><input type="checkbox"/> Experience with and understanding of positive behavior interventions and supports (PBIS) system implementation within schools and school districts, specifically related to elimination of isolation and reduction of restraint.</p> <p><input type="checkbox"/> Knowledge of evidence-based methods for reducing crisis escalation that can result in the use of restraint or isolation, including social and emotional learning (SEL) curriculum, and student mental and behavioral health supports.</p> <p><input type="checkbox"/> Successful experience in school improvement planning, including data analysis demonstrating changes in outcomes, of at least three (3) years.</p> <p><input type="checkbox"/> Experience in convening heterogeneous groups of Washington education professionals and families, to identify growth opportunities, develop a change plan, and implementation of a plan.</p> <p><input type="checkbox"/> Demonstrated successful experience utilizing project management principles and coordinating a budget of at least \$100,000 when successfully implementing complex projects for students/families, education leaders, or educators.</p> <p><input type="checkbox"/> Demonstrated ability to communicate clearly and accurately verbally and in writing, and manage multiple projects, while ensuring timelines are met and goals are achieved.</p>	

Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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EXHIBIT C

SAMPLE CONTRACT

Contract No. _____

between

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

(hereinafter referred to as Superintendent)
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

>CONTRACTOR<

(hereinafter referred to as Contractor)

>ADDRESS<

>Federal Identification #<

>Unified Business Identifier #<

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 objective of this contract is as follows:

Contractor shall plan, implement/deploy, and evaluate comprehensive and cohesive statewide professional development as part of a larger state project to reduce the use of restraint and eliminate isolation, and professional development (PD) must support one or more target audiences. Support may include activities such as coaching/mentoring, Professional Learning Communities (PLCs), stipends for participating in professional development, substitute costs, travel costs, and per diems.

B. In order to accomplish the general objective of this Contract, Contractor shall perform the following specific duties, and those outlined in the Superintendent's Request for Proposals No. 2024-12, and Contractor's Proposal, to the satisfaction of the OSPI Contract Manager:

>SCOPE OF WORK<

- C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

>DELIVERABLES<

All written reports/documents required under this contract must be delivered to the Superintendent's designee in accordance with the schedule above.

**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:

MAY 31, 2024, or date of execution, whichever is later, through **JUNE 30, 2025**.

Superintendent has the right to renew this Contract in whole or in part for the year(s) 2025-26 and 2026-27 by giving notice to the Contractor. If Superintendent 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 Superintendent 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 at a rate not to exceed a total of \$\$\$\$. 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.

Contractor shall be entitled to reimbursement for expenses incurred, as follows:

- Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed \$\$\$\$. Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].

- Expenses incurred for the following specified purposes not to exceed a total of \$\$\$.
Contractor must submit receipts or other documentation.

Maximum consideration for this entire contract shall not exceed \$\$\$.

Funds for the payment of this Contract are provided by state dollars.

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:

[Schedule of payments may be included here.] or

Periodically based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation.

Invoice(s) will be paid only after approval by the Superintendent’s designee and Agency Financial Services, OSPI. The invoice shall include an original signature, the contract number, and document to the Superintendent’s designee’s satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the Superintendent’s designee receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency Financial Services, OSPI.

C. Final payment shall be made after acceptance by the Superintendent’s Contract Manager or Designee if received by the Superintendent within ninety (90) days after the contract expiration date, unless negotiated with the Contract Manager or Designee 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	Superintendent
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]
[Contract Manager's Address]	Old Capitol Building, PO Box 47200
Phone: () -	Olympia, WA 98504-7200
Email: [Contract Manager's Email Address]	Phone: () -
	Email: [Contract Manager's Email Address]

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 B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- 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.

CONTRACTOR

Superintendent of Public Instruction
State of Washington

Signature

OSPI Contracts Administrator

Print Name

Date

Date

Who certifies that he/she is the Contractor identified herein as 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

SAMPLE
Do Not Sign

EXHIBIT D

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 without prior written approval of Superintendent, so long as the revision is no more than ten percent (10%) 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 ten percent (10%) 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 have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Contract.

14. Copyright Provisions. Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the Superintendent. The Superintendent shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably 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.

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.

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

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.

15. Covenant Against Contingent Fees. The Contractor warrants 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 and warrants 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. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

22. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Superintendent and all officials, agents, and employees of the Superintendent, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the Superintendent for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the Superintendent shall not be eliminated or reduced by any actual or alleged concurrent negligence by Superintendent or its agents, employees, or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless Superintendent and its agents, employees, or officials.

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.

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontract retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the Superintendent, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the Superintendent incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the Superintendent for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the Superintendent by the Contractor pursuant to the indemnity may be deducted from

any payments owed by the Superintendent to the Contractor for the performance of this Contract.

- b. **Automobile Insurance.** In the event that services delivered pursuant to this Contract involve the use of vehicles, owned or operated by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident or occurrence, using a Combined Single Limit for bodily injury and property damage.

- c. **Business Automobile Insurance.** In the event that services performed under this Contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Contractor's employees' vehicles are used, the Contractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident or occurrence, using a Combined Single Limit for bodily injury and property damage.

- d. **Public Liability Insurance/General Liability.** The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Superintendent, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

- e. **Additional Insured.** The State of Washington, Office of Superintendent of Public Instruction, shall be specifically named as an additional insured on all policies except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. The Superintendent may waive this requirement at

its discretion. Policies and certificates of insurance shall include the contract reference number.

- f. **Proof of Insurance.** Certificates and or evidence satisfactory to the Superintendent confirming the existence, terms and conditions of all insurance required above shall be delivered to the Superintendent within five (5) days of the Contractor's receipt of Authorization to Proceed.

- g. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the Superintendent's option. By requiring insurance herein, Superintendent does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Superintendent in this Contract.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

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 or 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 the 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, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Superintendent shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe the Superintendent for default under this provision.

28. Overpayments. Contractor shall refund to Superintendent the full amount of any overpayment under this Contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, Superintendent may charge Contractor one percent (1%) per month on the amount due until paid in full.

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 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.

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, 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 terminate the subcontractor's involvement in the work. 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 ten (10) 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.

42. Termination for Default. In the event the Superintendent determines the Contractor has failed to comply with the conditions of this Contract in a timely 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. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. 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 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.
- 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. 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.

EXHIBIT E
OSPI AMERICANS WITH DISABILITIES ACT COMPLIANCE: GRAPHICS AND COLORS

EXHIBIT F

CONTRACTOR INTAKE FORM

Available as an editable Word document on [OSPI's procurement website](#).

EXHIBIT G PROPOSAL CHECKLIST

Please use the checklist below to ensure that you have submitted all required materials in the required format. This checklist does not need to be submitted with your proposal.

Included in Proposal	Component
<input type="checkbox"/>	Letter of Submittal
<input type="checkbox"/>	Technical Proposal
<input type="checkbox"/>	Management Proposal
<input type="checkbox"/>	References
<input type="checkbox"/>	Cost Proposal
<input type="checkbox"/>	Certifications and Assurances Download an editable version from OSPI's website
<input type="checkbox"/>	Qualification Affirmations Download an editable version from OSPI's website
<input type="checkbox"/>	Contractor Intake Form Download an editable version from OSPI's website
<input type="checkbox"/>	Washington State Business License, if applicable (see Contractor Intake Form) For more information about this, visit the Department of Revenue website.
<input type="checkbox"/>	Business Enterprise Certification Form, if applicable (see Contractor Intake Form) For more information about certification, visit the Office of Minority and Women's Business Enterprises website or Department of Veterans Affairs website .

Request for Proposals No. 2024-12

Addendum 01 – Pre-Bid Conference Q&A

This document is posted to capture the questions received, and agency answers provided, during the Pre-Bid Conference, which was held on April 2, 2024.

All amendments, addenda, and notifications related to this procurement will be posted on the [OSPI website](#) (if this was an open procurement) and on the Washington Electronic Business Solution ([WEBS](#)) website. Additional questions concerning this procurement must be submitted to contracts@K12.wa.us. Communication directed to other parties will be considered unofficial and non-binding on OSPI, and may result in disqualification of the Consultant.

The PowerPoint presentation given during the Pre-Bid Conference is available on the [OSPI website](#) and ([WEBS](#)).

1. **Question:** Could we propose work with other bidders that is tied together?
Answer: Yes, collaboration with other bidders is permitted, but not required.

2. **Question:** If two or more bidders decide to partner, will the funding occur in multiples?
Answer: Funding will be decided based on each individual proposal. You can do one of the following:
 - Submit one proposal per bidder. Each proposal will be scored and funded separately.
 - Submit one collaborative proposal. This will be scored and funded as one single proposal. In this scenario, one entity must be designated as the lead or Prime Contractor.

3. **Question:** What are the details around required convenings?
Answer: Successful bidders will enter contract negotiations with OSPI. Details around convenings are yet to be determined and will be collectively decided.

4. **Question:** Should we plan to modify our proposal if we get funded so we can use the strengths and proposed supports of each contractor awarded? What level of collaboration is expected across all awarded vendors?
Answer: Collaboration is encouraged, and convenings will offer opportunities for collaboration amongst awarded contractors. Expected levels of collaboration will be further defined in the contract during negotiations. Contract negotiations may incorporate some or all of the Bidder's proposals.

5. **Question:** If I am proposing to support more than one target group, should I send each group a separate proposal?
Answer: No, please submit one proposal for all services you will provide.
6. **Question:** Is there an incumbent for this work and if so, what is that contractor's name?
Answer: There is no incumbent contractor for this work.
7. **Question:** Do you have a general idea of what percentage of the work you'd like to take place with students/families vs. school personnel?
Answer: We do not have a percentage estimate.
8. **Question:** Annual training on de-escalation is required for those involved with restraint/isolation. Is that class of training included within the scope of professional development for this RFP or is that considered separate since it's already a requirement?
Answer: Yes, this class of training can be included in your proposal. Requirement reference: [WAC 392-172A-02110](#) (1)(f), (2)(c), (3)(d)
9. **Question:** Does OSPI want a Train the Trainer program or a direct delivery to learners?
Answer: Proposals are welcome to include Train the Trainer and direct delivery models, as long as they support the building of schoolwide systems and district-level infrastructure to prevent student crisis escalation, eliminate isolation, and track and reduce restraint use.
10. **Question:** Do we have a minimum number of focus schools or districts?
Answer: No, proposals are not required to reach a minimum number of schools or districts. However, legislation funding this project requires OSPI to prioritize the provision of professional development to local education agencies, educational programs, and staff who provide educational services to students in prekindergarten through grade five and who have high incidents of isolation, restraint, or injury related to use of restraint or isolation.
11. **Question:** Are you asking for proposals that could be used at any location?
Answer: This is not a requirement, and proposals may be tailored to working with identified partners.
12. **Question:** Will you be providing baseline data for districts on the goals that we would be trying to meet?
Answer: Statewide data is publicly available at the following:
 - [Restraint & Isolation \(XLSX format\)](#)
 - [Washington State Report Card](#)
 - [Healthy Youth Survey](#)

13. **Question:** It is listed that there are 295 public school districts, 7 state-tribal education compact schools, and public charter schools-how many staff total does this include?

Answer: Some of this information may be found in the [Washington State Report Card](#).

14. **Question:** What was the catalyst for this statewide work to reduce restraint and eliminate isolation?

Answer: OSPI received designated state funds through Engrossed Substitute Senate Bill (ESSB) 5187 (501)(4)(mm) to provide statewide professional development and technical assistance to school districts, and to provide grants for demonstration projects. The goal of this work is to build school-level and district-level systems that eliminate student isolation, track and reduce restraint use, and build schoolwide systems to support students in distress and prevent crisis escalation cycles that may result in restraint or isolation.

This legislation requires OSPI to prioritize the provision of professional development and selection of the demonstration sites to local education agencies, educational programs, and staff who provide educational services to students in prekindergarten through grade five and who have high incidents of isolation, restraint, or injury related to use of restraint or isolation.

15. **Question:** Which districts are OSPI currently working with on the restraint and isolation project?

Answer: OSPI began recruiting districts in October 2023. The following have been identified as project participants:

- Anacortes
- Bremerton
- Castle Rock
- Central Valley
- Concrete
- Colville
- Davenport
- Edmonds
- Everett
- Fife
- Kalama
- Kelso
- Lakewood
- North Thurston
- Pullman
- Rochester
- Snoqualmie
- Vancouver

16. **Question:** Are there any identified ESDs?

Answer: No, only school districts have been identified.

17. **Question:** Will those identified districts be a part of the convenings of awardees from this RFP, or is it separate?

Answer: These are intended to be separate. However, convenings will be further defined in the contract during contract negotiations.

18. **Question:** Should I be doing outreach to districts now?

Answer: Perspective bidders may coordinate with perspective partners and/or subcontractors in preparation of a proposal for this work; however, any work related to this RFP and resulting contract cannot start until the contract is officially signed by both parties. Perspective bidders should not be reaching out to districts, making any arrangements, commitments, etc. until a contract is in place.

19. **Question:** You stated that we could start contacting districts now, however, if many of us reach out to the same district - how can we avoid this?

Answer: Perspective bidders should not be reaching out to districts, making any arrangements, commitments, etc. until a contract is in place.

20. **Question:** Is it better to work with one of these identified districts, or other districts to expand supports?

Answer: Proposals are not required to include any of the district partners identified above. This is not an exhaustive list of educational service providers with incidents of restraint and isolation. However, legislation funding this project requires OSPI to prioritize the provision of professional development to local education agencies, educational programs, and staff who provide educational services to students in prekindergarten through grade five and who have high incidents of isolation, restraint, or injury related to use of restraint or isolation.

21. **Question:** Do I need to have district commitment prior to submitting the proposal?

Answer: Perspective bidders should not be reaching out to districts, making any arrangements, commitments, etc. until a contract is in place.

22. **Question:** Will districts need to "sign up" to access the PD? Will OSPI be deciding which districts will be provided services?

Answer: Legislation funding this project requires OSPI to prioritize the provision of professional development to local education agencies, educational programs, and staff who provide educational services to students in prekindergarten through grade five and who have high incidents of isolation, restraint, or injury related to use of restraint or isolation.

23. **Question:** I am not currently working in WA, and/or do not currently have staff located in WA. Am I unable to submit a proposal?

Answer: Bidders from outside of Washington state are welcome to apply so long as all minimum qualifications and any Washington state registration requirements are met. Such proposals are required to indicate how they will partner with in-state practitioners as part of their plan and delivery of professional development.

24. **Question:** Does this mean I need to secure a partnership with someone in WA?

Answer: Partnerships do not need to be secured in order to submit a proposal. However, bidders from out-of-state should clearly indicate how these partnerships will be developed and maintained.

25. **Question:** Where can I find information about doing business with WA state agencies?

Answer:

- [WEBS for Vendors](#): Washington's Department of Enterprise Services website which allows entities to register as vendors and receive notifications about procurements from all Washington agencies.
- [Statewide Vendor/Payee Services](#): Washington Office of Financial Management's website with registration requirements and instructions for receiving payments from a Washington state agency as a vendor.
- [Apply for a Washington business license](#): Washington state Department of Revenue's website with registration requirements and instructions.

26. **Question:** During the contract term, who watches for the limit of \$150k per vendor that was identified from the full budget?

Answer: All costs are managed by the contractor. OSPI does not represent or guarantee any minimum purchase from the resulting contract. Final funding amount and terms will be decided during contract negotiations.

27. **Question:** Are travel costs included in my budget?

Answer: Yes, all costs must be included in the proposal and are managed by the contractor. OSPI's payment preference is performance-based, meaning specific tasks/deliverables are tied to specific due dates and payment amounts. Under this model, OSPI pays a specific pre-determined amount for each deliverable/task. All costs associated with the deliverable/task (including any expenses, travel, indirect, etc.) are rolled into the cost of the deliverable/task. Alternatively, if travel is paid separately from tasks/deliverables, it will be reimbursed in accordance with [Washington State travel regulations](#) established by the Office of Financial Management.

28. **Question:** How do I know how much to put in the budget for substitutes?

Answer: Substitute costs vary by district and are often found in collective bargaining agreements. For estimated costs, see the example of [Bremerton School District](#).

29. **Question:** How do we know how many substitutes will be needed?

Answer: That would be up to the school district and building leader.

30. **Question:** Is there a workaround for the 10% indirect cap in the RFP?

Answer: If a Contractor chooses to charge an indirect rate as a separate line item in their contract, then it cannot exceed 10%.

The state's preferred payment model is performance-based. Under this model, OSPI pays a specific pre-determined amount for each deliverable/task. All costs associated with the deliverable/task (including any expenses, travel, indirect, etc.) are rolled into the cost of the deliverable/task.

31. **Question:** Beyond the first year, what is the plan to continue investing in this work? Multiple years will enable us to broaden our regional/collective reach.

Answer: This project is funded through June 30, 2025. However, contract extensions may be possible if additional funding is made available by the legislature.

OSPI received designated state funds for fiscal years 2024 and 2025 through Engrossed Substitute Senate Bill (ESSB) 5187 (501)(4)(mm). However, OSPI reserves the right to amend to extend the contract for two (2) additional contract years through 2027, if additional funding is made available by the Legislature. Decision to amend shall be based on sustained satisfactory performance as decided by the Superintendent's designee, successful completion of project objectives, and availability of funding.

32. **Question:** Our materials represent intellectual property. Does this mean that we are unable to meet the following requirement? "OSPI shall have the right to modify or copy the deliverables in order to make them accessible and or compliant."

Answer: Intellectual property rights and other legal details can be further defined in the contract during negotiations. Bidders may include a document requesting exceptions to the sample contract and/or general terms and conditions.

See example contract language below:

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

33. **Question:** While ownership of the intellectual property remains with the contractor, the licensing provision is pretty expansive to OSPI, including permission to prepare derivative works and reproduce the material.

Answer: Intellectual property rights and other legal details can be further defined in the contract during negotiations. Bidders may include a document requesting exceptions to the sample contract and/or general terms and conditions.

34. **Question:** I'm a little concerned about such an expansive amount of permission without controls on how the materials could be modified in a way that creates liabilities.

Answer: Licensing provisions and other legal details can be further defined in the contract during contract negotiations.

35. **Question:** How will liability be handled if, for example, school staff claims to be hurt while using our methods?

Answer: Liability insurance and other legal details will be further defined in the contract during contract negotiations.

No questions or responses included in this document require any changes to the solicitation document; this document stands alone.

Request for Proposals No. 2024-12

Addendum 02 – Q&A

This document is posted to capture the questions received, and agency answers provided, during the question and answer period of RFP No. 2024-12, issued March 18, 2024.

All amendments, addenda, and notifications related to this procurement will be posted on the [OSPI website](#) (if this was an open procurement) and on the Washington Electronic Business Solution ([WEBS](#)) website. Additional questions concerning this procurement must be submitted to contracts@K12.wa.us. Communication directed to other parties will be considered unofficial and non-binding on OSPI, and may result in disqualification of the Consultant.

- Question:** Will organizations be able to post-training, group collaborations, and additional resources on OSPI's website?

Answer: The Restraint and Isolation webpage will contain up-to-date information with resources and offerings. This work is in-progress.
- Question:** Will those in the pilot program keep track of data and send it to the consultants?

Answer: This will be determined between successful bidders and the pilot program and will be further defined in the contract during contract negotiations.
- Question:** If I am proposing to support more than one group, should I send each group as a separate proposal?

Answer: Please submit one proposal encompassing all services you propose to provide.
- Question:** Are travel costs included in my budget - state conferences . . .

Answer: Yes. All costs for activities such as professional development, substitute costs, travel costs, and per diems, must be included in the proposal managed by the contractor.
- Question:** How do I know how much to put in the budget for substitutes?

Answer: Substitute costs vary by district and are often found in collective bargaining agreements. For estimated costs, see the example of [Bremerton School District](#).
- Question:** Can I do all PD virtually?

Answer: Yes. It will be up to the successful bidder(s) and school districts to determine what will best suit their needs and will be further defined in the contract during contract negotiations.

7. **Question:** Can I offer clock hours?

Answer: Offering clock hours is something successful bidders will discuss with schools/districts as part of the contracting process.

8. **Question:** How can a relatively new organization like ours best position ourselves for a successful application, given that we are still building our track record throughout the state?

Answer: Bidders who meet the minimum qualifications and follow the instructions listed in the RFP will be well positioned. All required pieces should be addressed. The Technical Proposal should be thoughtful and clearly articulate the bidder's plan for implementing/completing the work. The Management Proposal should clearly document the bidder's staff/subcontractor's capabilities to show they are qualified and capable of providing the services outlined.

9. **Question:** How tight are the minimum qualifications? For example, if we do not yet have evidence of successful experience in school improvement planning, including data analysis demonstrating changes in outcomes, of at least 3 years, are we automatically disqualified as a 'non-responsive' proposal.

Answer: The minimum qualifications are firm. Yes, if a bidder does not have evidence of successful experience in school improvement planning, including data analysis demonstrating changes in outcomes, of at least 3 years, the proposal would be rejected as non-responsive.

10. **Question:** Will a successful proposal assure positive results in all 5 student outcome data sources (p. 9 of the RFP), or is there the option to focus on a smaller set of data sources to provide more targeted supports?

Answer: Successful proposals do not need to assure positive results in all 5 areas.

11. **Question:** Is there any guidance around how many vendors might be selected to do this work and how many districts might be targeted with a \$150K project budget?

Answer: No, not at this time. Applications have not yet been reviewed. Contract negotiations are forthcoming for successful bidders.

12. **Question:** In Section A.4.A Objective and Scope of Work under Objective, it states that:

Organizations providing professional development will also be expected to collect and summarize data related to the quality of the professional development provided, including:

- 1. Social validity data as reported by educators and families,*
- 2. Teacher implementation fidelity,*
- 3. School climate surveying (students, staff, families).*

The question I have is if educators or families receiving services through this RFP, will have any obligation to provide data on these areas to consultants? If not, will OSPI be collecting this information from them and disseminating it to the appropriate consultant, so that the consultant will be able to fulfill this portion of RFP related to collection and summarization? Can you please provide clarification on how consultants will be able to obtain relevant data needing to be collected and summarized?

Answer: At this time, applicants have access to the state report card data and state restraint and isolation data available, which are linked in this Q&A document.

13. **Question:** Another way to ask would be what expectations have been communicated to districts, educators, staff, etc. about their participation in activities and/or with consultants?

Answer: This will be determined between successful bidders and schools/districts.

14. **Question:** My main question is that this appears to be an RFP we email in to submit?

Answer: Yes, proposals must be submitted electronically to contracts@k12.wa.us. Bidders must prepare a proposal to submit via email; there is no template or electronic submission system.

15. **Question:** I understand that there was a zoom about the Reducing Restraint and Eliminating Isolation RFP this past week. I wondered if the questions from this zoom would be posted and if so when that might be.

Answer: Q&A from the pre-bid conference will be posted by tomorrow, April 9th in accordance with the RFP's schedule. Please refer to our website, or if you're a vendor registered in WEBS, you'll receive an automatic notification.

<https://ospi.k12.wa.us/about-ospi/contracting-ospi/competitive-procurements>

16. **Question:** I am wondering if there is a workaround for the 10% indirect cap in the RFP No. 2024-12.

Answer: It depends how the cost proposal and resulting contract are structured. An indirect rate identified as a separate line item in a contract's budget cannot exceed 10%. However, the state's preferred payment model is performance-based, meaning we pay a pre-determined amount for each deliverable/task. In this scenario, all costs associated with the deliverable/task (including any expenses, travel, indirect, etc.) should be rolled into the cost of the deliverable/task.

17. **Question:** Should we be outlining in the RFP the specific activities we are proposing, such as Comprehensive Tier 3 supports? I am a bit confused as page 6 talks about contractors who are willing to plan and implement support with other grantees so we do not duplicate efforts, so are we proposing specific activities or just applying and demonstrating that we are qualified and interested in serving as part of a larger team?

Answer: Yes, please outline specific activities that you are proposing. Implementation of supports with other grantees is encouraged but not required.

18. **Question:** Also should we be identifying districts or maybe ESDs we can partner with and getting agreements from them now?

Answer: Yes, you may identify perspective partners now. Please note that if the partnership will be a formal contractor-subcontractor relationship, the proposal is required to outline the proposed subcontractors and their role in the project (see Section C.5.).

19. **Question:** In reviewing section C Proposal Contents, I notice that the numbering of sections is off. For instance, Section C4 is followed by items C.3.i rather than C.4.i. Is this purposeful? Should our proposal use the number system provided or may we submit our proposal with items corresponding to each section (e.g., C5 Management followed by C.5.i. Project Management/Team Structure/Internal Controls)?

Answer: Yes, please submit the proposal with items corresponding to each section (e.g., C5 Management followed by C.5.i. Project Management/Team Structure/Internal Controls)?

20. **Question:** I am looking over the RFP 2024-12 focused on Restraint and Seclusion. It speaks about partnering with other guarantees. Could we propose work with other grantees in our proposal that could be tied together?

Answer: Yes, collaboration with other entities is allowable, so long as each bidder's proposal clearly describes each entity's role(s), and how they will accomplish the services. If collaborating through a Prime Contractor-Subcontractor relationship, only the Prime Contractor must submit a proposal.

C.3. Letter of Submittal

Northwest Educational Service District 189, “NWESD”, in partnership with sub-contractor listed below, submit the attached proposal in response to OSPI RFP No. 2024-12.

NWESD proposes to deliver Professional Development, ongoing technical assistance, coaching and mentoring to support the Reduction of the Use of Restraints and Elimination of Isolation in the educational environment. NWESD plans to work with 3 Cooperative Program Schools and 3 Cooperative Program District Partners. The identified programs include:

Schools/Programs	Potential District Partners
Whatcom Discovery, Bellingham, WA	Mount Baker School District
Snohomish Discovery, Arlington, WA	Nooksack School District
Northwest Regional Learning Center, Arlington, WA	Conway School District

The goal of the supports and training offered by NWESD will be to equip the target audience of paraeducators, teachers, support staff, and administration teams with skills to implement evidence based, trauma informed, positive behavior strategies, supports and systems to improve prosocial development and academic engagement skills to reduce the incidents of isolation and restraints. These skills will be applicable to the entire learning environment especially when working with students with intensive social, emotional, and behavioral disabilities. This student population experiences the highest instances of the use of restraints and isolation which is the focus of this project proposal.

The assigned organizational point of contact for RFP 2024-12

Anita Tromp, Assistant Director
 Special Programs & Services
atromp@nwesd.org
 360-299-4018

Toni Acfalle, Admin. Assistant
 Special Programs & Services
tacfalle@nwesd.org
 360-299-4014

C.4. Technical Proposal

C.4.i Project Approach/Methodology

This proposal builds upon and expands on program development and improvement efforts that the NWESD Discovery Programs have been engaged in for the past two years. The NWESD Discovery Programs are cooperative programs that were developed to meet the academic, social emotional, behavioral, and mental health needs of students whose disabilities and needs are so significant they cannot be met within their community district schools. The Discovery Programs serve students with the most intensive needs within their county. Currently, there are two operating programs. One program is located in Snohomish County, and a second in Whatcom County. A therapeutic day program is in discovery phase with planned programming to begin in the 25/26 school year. The program improvement work at the existing sites will be integrated in the Skagit program as it begins planning for operations.

Receiving funding through this proposal will allow capacity to bring this training model, coaching, mentoring and field work to our proposed district partners identified as Mount Baker School District, Nooksack Valley School District, and Conway School District. These districts do not currently have the capacity to offer these training opportunities nor the resources to provide intentional

supports to paraeducators, teachers and administrators in supporting the needs of students exhibiting intensive social, emotional, and behavioral disabilities.

Improving outcomes for students served at the Discovery Programs while reducing the use of restraint and isolation is a priority for the NWESD. An additional priority is to strengthen the Discovery Programs capacity to implement trauma informed, restorative approaches to student needs, including the implementation of the MTSS/PBIS tiered supports framework within each program. The long-term goal is for the Discovery Programs to become model demonstration sites and resources for staff and programs within NWESD 189 region. This will improve the quality of programming for students with intensive social, emotional, and behavioral needs across the districts, with the goal being reducing the number of students in our districts needing a placement outside of their neighborhood school. Better understanding the students' needs and assessment of behaviors, will reduce the number of instances in which restraints or isolation would have previously been used. The project model included in this proposal will allow the NWESD to strengthen and accelerate this work already underway.

To support this work the NWESD has built a collaborative relationship with Dr. Bridget Walker, who is a nationally recognized expert in programming and supports for this population of students. Dr. Walker is the Associate Director of Sound Supports K-12, a consulting network located in Seattle, Washington. She is also the owner and Executive Director of her own consulting practice. Details on her background and expertise are included in section C. 5 and her full curriculum vita is included in the appendix of this proposal. Dr. Walker has worked effectively with the NWESD and the staff at both Discovery Programs over the past two years.

This project is built on the tiered systems of supports program development framework as recommended by the National PBIS Technical Assistance Center, following the principles of implementation science to build for both fidelity and sustainability. Because of the intensive and individualized needs of this population, it is essential that both the school and classroom contexts embed current evidence-based practices for these students, which are centered on trauma informed and restorative approaches. Unfortunately, most programs serving students with this level need have not updated their approach for many years, resulting in an overuse of exclusionary discipline, restraint, and seclusion. Leaders at NWESD recognize staff need additional training in trauma informed practices and PBIS. This is why NWESD supports moving forward with the program review and improvement initiative included in this proposal and including district partners who may not have the resources to provide these outlined supports to their own districts. Reducing the use of Restraints and Isolation in our programs and Partner Districts provides better outcomes for all students and the communities they reside in.

To support this initiative, Dr. Walker and the Discovery Programs have begun using the *Participatory Program and Expert Review for Programs Serving Students with EBD and Related Disabilities*© (PEER-EBD; Walker & Cheney, 2007). This is a proprietary program review and improvement process that is built on implementation science and evidence-based practices for this population. Initial baseline data and initial recommendations were completed for Whatcom Discovery in 2021 and Snohomish Discovery in 2023. Whatcom Discovery completed a second round of the process in 2023 and showed robust growth in several areas. However, due to multiple changes in both programs, including changes in program leadership, staff turnover, and site relocation, the programs want to renew and continue this work, with a reset next year. This proposal will provide the

resources and focused training needed to move both programs forward in their program improvement goals. A copy of the slides used to summarize data and recommendations from the year two PEER-Review process for the Whatcom Program staff and begin the action planning process is included later in this report. More on the PEER-EBD process follows in the next section.

In addition to the implementing the PEER-EBD, this project will use fidelity checklists and coaching to support staff in learning and developing new practices, as well as helping the two new Program Administrators develop their coaching and feedback skills. Participant feedback from large and small group professional development as well as a brief staff and student program climate survey will be developed and implemented as well.

Overview of the PEER-EBD Program Review Process and Tool:

The *Participatory Evaluation and Expert Review for Programs Serving Student with EBD*® (PEER-EBD; Walker & Cheney, 2007) is a research-based program review and improvement process designed to provide specialized programs serving students with EBD and related disabilities with a structured process through which they can review their service delivery in the context of evidence-based practices and use the results to develop and monitor plans for program enhancement and improvement over time. The PEER-EBD process is modeled on the participatory program review and improvement process framework and implementation science. Hallmarks of this type of participatory program review process is the direct involvement of key stakeholders, use of clear, relevant benchmarks, as well as transparency of the overall process. This approach has been used effectively in the social sciences, health care, and business contexts to guide program reviews and improvement efforts for many years.

The content of the PEER-EBD was developed after an extensive literature review, which included research on effective interventions and programs for students with emotional and behavioral disabilities from journals such as *Behavioral Disorders*, *Journal of Positive Behavior Interventions*, and the *Journal of Emotional and Behavioral Disorders*. Based on the literature review the authors identified a series of evidence-based practices, further defined by operational elements that summarize key practices in the areas of classroom philosophy and structure, classroom structure, climate and group process, and individual programming in the context of programs for students with emotional or behavioral disabilities.

A pilot psychometric study conducted in 2011 found the PEER-EBD to have strong validity and reliability. This process has been used effectively by many school districts and programs in the Pacific Northwest, Idaho, Minnesota, Alaska and New Hampshire across the past 20 years. Presentations about the process have been provided at the Council for Exceptional Children, Positive Behavior Interventions and Supports, MTSSFest and the Council for Children with Behavior Disorders conferences. Two peer-reviewed journal articles about it have been published to date.

The PEER-EBD includes an opportunity for all program team members to individually review their program based on the identified research-based practices, followed by a meeting in which the participating staff share their ratings and perspectives to come to a consensus on a team rating for each practice. Once the team has reviewed the results of the PEER-EBD process, they discuss the results and develop a plan for growth and improvement based on their needs and priorities. Over time the results of the team assessment can be compared with each year's action plan to evaluate progress on the team's program improvement goals in a system of continuous improvement.

Figure 1 below summarizes the domains and key evidence-based practices and trauma informed approaches included in the PEER-EBD (Walker, 2020).

Figure 1: Domains and Trauma Informed Practices of PEER-EBD

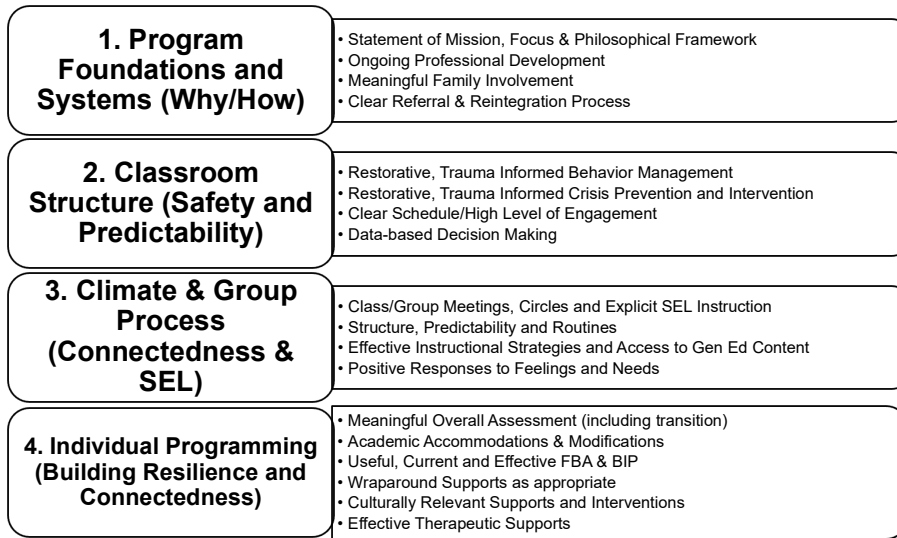
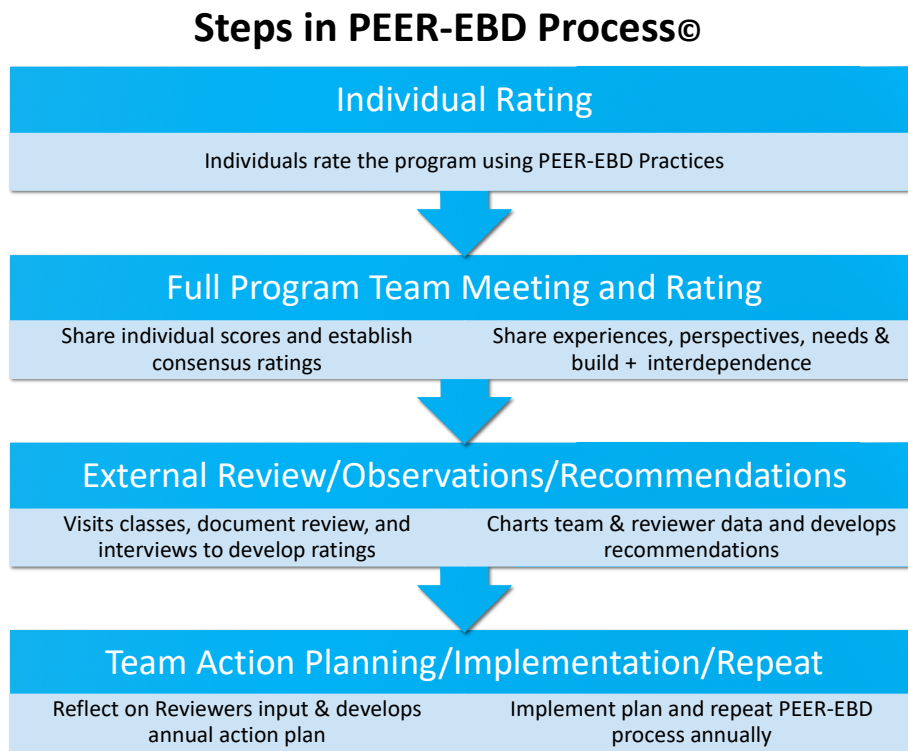


Figure 2 summarizes the steps of implementation in the PEER-EBD

Figure 2:



Selected References:

Tsai, S.F., Cheney, D. & Walker, B. (2013). Preliminary psychometrics of the Participatory Evaluation and Expert Review for Classrooms Serving Students with Emotional/Behavioral Disabilities (PEER-EBD). *Behavioral Disorders*, 38, 137-153.

Walker, B. & Cheney, D. (2007, 2014). *The Participatory and Expert Evaluation and Review for Programs Serving Students with Emotional and Behavioral Disabilities*© (PEER-EBD). Seattle, WA: Authors

Walker, B. & Cheney, D. (2012). *The Self-Assessment and Program Review Administration Manual: An assessment approach for leadership teams implementing schoolwide positive behavior support*. Baltimore, MD: Brookes Publishing

Walker, B., Clancy, M., Tsai, S. & Cheney, D. (2013). Bridging research to practice: Implementing meaningful program evaluation and improvement to better serve students with EBD. *Beyond Behavior*, 3-16.

Walker, B. & Hoyt, L. (2015). Competence makes a difference: Using universal schoolwide positive behavior intervention and support (SWPBIS) practices to support the social and emotional learning of students with Emotional and Behavioral Disabilities. *Reclaiming Children and Youth* 24 (1) 43.

Moving from Power Struggles to Trauma Informed Supports

For staff to shift from practices that include exclusionary discipline, restraint, and isolation, they need to develop effective replacement strategies that can be used effectively instead. Another central element to this proposal is training all Discovery staff and staff from partner districts in Life Space Crisis Intervention (LSCI). This training will be led by Dr. Bridget Walker, a veteran Master Trainer and supported by Dr. Lori Lynass, Executive Director of Sound Support K-12. Dr. Lynass has led the Restorative Practices training with Discovery staff in the past, as well as being trained in LSCI. Dr. Lynass' vita is included with this proposal. Please note that the LSCI training will be in addition to SafetyCare© training provided by the NWESD. Together these approaches will help staff become aware of their own responses to stress and conflict, learn trauma informed alternatives to responding to conflict and dysregulation, and become fluent in strategies that move away from control, power struggles and physical intervention towards, positive, proactive, trauma informed and restorative responses instead.

Overview of Life Space Crisis Intervention (LSCI)©

Life Space Crisis Intervention (LSCI) is an internationally recognized, professional training and certification program. It offers advanced, interactive strategies for turning crisis situations into learning opportunities for children and youth with chronic patterns of self-defeating behaviors. LSCI views crisis and dysregulation as opportunities for learning, growth, insight, and change. More on LSCI and recent research on its effectiveness can be found at www.lsci.org.

This non-physical intervention program uses a multi-theoretical approach that integrates evidence-based practices such as positive behavior supports and interventions, cognitive behavior interventions, neuroscience research, trauma informed practices, social emotional learning, and problem solving into an effective, comprehensive strategy for supporting children and youth with patterns of challenging behavior.

LSCI provides educators, counselors, youth workers, parents, and other caring adults with a roadmap through conflict to desired outcomes, using problems as an opportunity to teach and create positive relationships with youth. LSCI integrates effectively into schoolwide positive behavior intervention supports (PBIS) and restorative frameworks across all three tiers of support and in specialized programs.

This trauma informed training uses explicit instruction, videos, interactive activities, role-plays, and readings to create a powerful learning experience. Participants will learn how to reach and support students who frequently:

- **Displace Anger:** Act out in stress toward unsuspecting helpers, sparking explosive and endless power struggles.
- **Have Errors in Perception:** Make poor decisions based on distorted thought patterns and perceptual errors.
- **Display Limited Social Skills:** Have the right intentions and motivation but lack the social skills to be successful.
- **Justify Harmful and Exploitive Behaviors:** Are aggressive and exploitive with what appears to be, little remorse.
- **Are Driven by Impulsivity and Guilt:** Act in self-damaging ways due to being burdened with feelings of shame and inadequacy.
- **Are Vulnerable to Exploitive Peers:** Become entangled in destructive peer relationships and vulnerable to manipulation.

The Goals of LSCI:

One of the key elements of LSCI is the development of trust and relationship between the staff and the student. When confronted with a crisis, the adult must be able to self-regulate their own emotions and responses to serve as a mediator between the student in crisis, the student's behavior, the reactions of others, and the private world of thoughts and feelings that students are sometimes unable to handle or express without help. In the LSCI model, children, and youth in crisis:

- Are valued and treated with respect.
- Learn to trust caring adults, use them for support in times of difficulty and that these relationships are healing.
- Become aware of their patterns of self-defeating behavior and how to change them.
- Acquire strength-based prosocial skills that help to build resilience and the ability to self-regulate.
- Learn to accept responsibility for inappropriate actions, make amends and rebuild relationships.

Training Participants Receive:

- The required text *Life Space Crisis Intervention: Talking to Children and Youth in Crisis (Third Edition)* by Long, Wood, Fecser & Whitson (2022) and a participant’s manual that will help staff bring new skills back into the professional setting.
- High quality instruction and supported practice opportunities in all the key LSCI strategies
- Numerous opportunities to practice the skills of LSCI with support of the trainers and others in the field.
- An opportunity to a network with like-minded professionals who understand this challenging work.
- Signed certificate of completion to verify attendance and completion of course requirements.

C.4. Technical Proposal (continued)

C.4.ii Work Plan: See Table 1 below, which includes the rationale for each activity, the project schedule, and expected outcomes and performance measurement.

C.4.iii Project Schedule: See Table 1 below

C.4.iv Deliverables: See Table 1 below

Table 1:

Rationale for Activity	Project Schedule & Activities and Deliverables	Expected Outcomes/ Performance Measurement
<p>Identify district(s) from within the Discovery Program Cooperatives that are interested in participating in the scheduled professional development to improve practices, reduce isolation and restraint and address existing discrepancies (by race, ethnicity, or disability) in the rate of suspensions and expulsions.</p>	<p>June 1- June 21</p> <ul style="list-style-type: none"> • Coordinate with OSPI staff and divisions, RREI (Reducing Restraint & Eliminating Isolation) Pilot Project Lead. • Review discipline, isolation and restraint data for Discovery Programs and referring schools/district. • Contact potential districts and provide informational materials about the project and contact information. Priority will be given to small districts with fewer resources and higher needs. 	<p>A minimum two of identified districts that are ready to engage in the focused professional development.</p>
<p>Program Leadership Team will meet three times to review the scope and sequence of the professional development, review program systems and practices for areas of focus, and develop orientation and on boarding plan.</p>	<p>June 24, 2024 – August 31, 2024</p> <ul style="list-style-type: none"> • Develop recorded and printed on-boarding training materials for new staff. • Revise and update program manuals • Outline Scope and sequence for PD • Create a participant feedback format for professional development. 	<p>Develop scope and sequence of the professional development, review program systems and practices for areas of focus, and develop orientation and on boarding plan.</p> <p>Calendar for coaching</p>
<p>Provide Part 1 of Life Space Crisis Intervention© (LSCI) to all Discovery Staff who have not yet completed it and invited staff from collaborating districts.</p> <p>Note: This content is owned by the LSCI Institute and only certified trainers are allowed to provide the training.</p>	<p>August 6 & 7, 2024</p> <ul style="list-style-type: none"> • Consultant will provide two days of a five-day training on trauma informed, verbal de-escalation and problem solving. 	<p>Participant Feedback Certification for staff for Part 1.</p> <p>Increased understanding of effective, trauma informed and restorative approaches to responding to student dysregulation.</p> <p>Increase staff understanding of the conflict cycle and preventing power struggles.</p> <p>Improve staff ability to self-regulate and avoid power struggles.</p>

<p>Consultant and Assistant Director provide orientation and initial program training to new Discovery Program Staff only.</p>	<p>August 20 and August 22, 2024</p> <ul style="list-style-type: none"> • One full day orientation training at NWESD (August 20) • Each program will receive one half day with new staff and their teams to establish team norms, classroom procedures and routines (August 22, 2024) 	<p>Participant Feedback</p> <p>Coaching classroom teams in establishing team norms, routines and procedures to provide a solid opening to the academic year and increase fidelity of implementation across programs and classrooms.</p>
<p>Project Leadership Team will meet monthly to manage project.</p>	<p>Monthly September 2024 – June, 2025</p> <p>Review project activities, outcomes, coaching data, discipline data, restraint, and seclusion data.</p> <ul style="list-style-type: none"> • Review budget, calendar, and communications from OSPI RREI (Reducing Restraint & Eliminating Isolation) Pilot Project Lead. • Review program discipline, restraint and seclusion data and examine for equity gaps seen in disaggregated data. • Review and/or develop fidelity of implementation supports and school climate survey for staff and students. 	<p>Effective coordination and increased fidelity across programs and classrooms.</p> <p>Increase capacity of Program Administrators to support the project and staff with walkthrough and coaching strategies and tools.</p>
<p>Consultant will provide three days of LSCI© Part 2 for all Discovery Program staff and staff from participating districts who completed Part 1</p> <p>Note: This content is owned by the LSCI Institute and only certified trainers are allowed to provide the training.</p>	<p>September 26, 27, October 11 2024</p> <ul style="list-style-type: none"> • Consultant will provide the final three days of a five-day training on trauma informed, verbal de-escalation and problem solving. Participants will received certification as LSCI practitioners after satisfactory completion of course requirements. 	<p>Participant Feedback</p> <p>Certification for staff for Part 2. Increase understanding of effective, trauma informed and restorative approaches to responding to student dysregulation. Increased ability for staff to self-regulate and respond supportively to students in crisis.</p> <p>Begin implementation of LSCI Fidelity Checklist in coaching and walkthroughs</p>
<p>Consultant will provide one half day staff training and one day of coaching per program.</p>	<p>Monthly September 2024-June 2025</p> <ul style="list-style-type: none"> • Provide professional development based on the scope and sequence approved 	<p>Participant Feedback for professional development</p>

	<p>by the Project Leadership Team. Focus will be on trauma informed, restorative, positive behavior supports and interventions at the program, classroom, and individual student levels. MTSS as it applies to specialized school contexts.</p> <ul style="list-style-type: none"> • Coaching will include support for Program Administrators, School Counselors, Mental Health Staff as well as classroom staff. Focus is on application and fidelity of implementation of practices learned in professional development. 	<p>Walkthrough data completed by consultant and Program Administrators using the Classroom Structure Checklist and LSCI Implementation Fidelity Checklist</p> <p>Review of discipline, restraint and seclusion data, including time out of classroom. Data will be disaggregated to examine equity gaps.</p>
<p>Consultant will provide one day of training for all Discovery Staff and partner district staff on effective implementation of social emotional learning and restorative classroom meetings.</p>	<p>March , 2025</p> <ul style="list-style-type: none"> • Introduce classroom staff to curriculum purchased for the programs. • Provide instructional framework and practice implementation of SEL materials and learning experiences. • Introduce SEL and Class Meeting fidelity checklist 	<p>Participant Feedback</p> <p>Consistent, effective implementation of daily SEL and class meetings in each classroom.</p> <p>Begin implementation of SEL and Class Meeting Fidelity Checklist in walkthroughs and coaching</p>
<p>Consultant will facilitate the second PEER-EBD© Program Review process at each program. Baseline data at each program was collected for Whatcom Discovery in 2022 and Snohomish Discovery in 2023.</p>	<p>March – May, 2025</p> <ul style="list-style-type: none"> • Consultant will use the PEER-EBD Site Review document during coaching visits to collect reviewer data. • Individual staff at each program will complete the Individual Program Review form and bring it to their program team meeting. • Each program staff will meet with the consultant to share their ratings and establish team ratings on evidence-based benchmarks. • Consultant will consolidate reviewer and team ratings and write a summary of project data, findings and 	<p>PEER-EBD Program Review data and recommendations report for each program.</p> <p>Staff input on program implementation based on evidence-based practices included in report. This will include their impression of classroom and program climate.</p> <p>Each program will develop an action plan for continued program development and improvement for the upcoming school year.</p> <p>Data on program discipline, restraint, inclusion and time out of classroom will be</p>

	<p>recommendations for each program.</p> <ul style="list-style-type: none"> • Consultant will meet with each team to summarize data and findings and initiate a team action planning process. • Program staff will develop an action plan for continuing program improvement and development for the 2025-2026 school year. 	<p>included in the review. This data will be disaggregated to examine equity gaps.</p> <p>School climate survey will be implemented in early June.</p>
<p>Project Leadership Team meets to review project data, PEER-EBD data and program action plans to set goals across programs for continuing program improvement and development for the 2025-2026 school year</p>	<p>Mid-June, 2025</p> <p>Review of all data collected during the project to determine trends, continuing needs, and desired outcomes will be conducted.</p> <p>Project Leadership Team will set priorities for upcoming academic year and establish an action plan for aligning and sustaining systems, policies and practiced developed during the project.</p> <p>Review of coaching and walkthrough documents logs will be used to summarize targeted support activities and inform implementation the following year</p>	<p>Expected outcome is a decrease in office referrals, school suspension, isolation, and incidences of restraint as collected through data on office referrals and incidence reports. Decrease in equity gaps seen in disaggregated data.</p> <p>Review of coaching and walkthrough documents will indicate increased staff capacity for implementation of positive behavior supports and interventions in daily practice.</p> <p>School climate survey will suggest increased staff confidence and sense of efficacy in implementing evidence-based practices.</p>
<p>Participate in communication and meetings as scheduled by OSPI. Coordinate with OSPI staff and divisions, RREI (Reducing Restraint & Eliminating Isolation) Pilot Project Lead. Support project dissemination and collaboration</p>	<ul style="list-style-type: none"> • Attend scheduled meetings with OSPI staff and other awardees. • with other agencies and awardees when possible and relevant. • Participate in project dissemination activities (e.g. MTSS Fest or other statewide conference). 	<p>Increased awareness of emerging practice and policy that can be integrated into program policy and procedures.</p> <p>Increased staff capacity and awareness of statewide efforts to improve outcomes for students with intensive social, emotional, and behavioral needs while</p>

		reducing the use of restraint and seclusion.
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C.4.v Performance Based Contracting (payments tied to deliverables) – Contractor will invoice for each activity upon satisfactory completion. Staff receiving stipends based on completion of deliverables and activity log submission.

C.4.vi Outcomes & Performance Measurement

Outcomes and Performance will be measured using the PEER EBD Program Review tool developed by Dr. Bridget Walker. The content of the PEER-EBD was developed after an extensive literature review, which included research on effective interventions and programs for students with emotional and behavioral disabilities from journals such as *Behavioral Disorders*, *Journal of Positive Behavior Interventions*, and the *Journal of Emotional and Behavioral Disorders*. Based on the literature review the authors identified a series of evidence-based practices, further defined by operational elements that summarize key practices in the areas of classroom philosophy and structure, classroom structure, climate and group process, and individual programming in the context of programs for students with emotional or behavioral disabilities. Snohomish and Whatcom Discovery have engaged in a program review using this tool and have 2023 baseline data for comparison to May 2025 data.

C.4.vii Risks

Risks identified in the scope of services is long term sustainability and staff turnover. It will be imperative to set up a schedule with all proposed programs and partner districts for frequent, regularly scheduled check ins. Tools for monitoring and supporting fidelity of implementation will need used during coaching and walkthroughs by the consultant and Program Administrators, as well as classroom teams. This will help to develop a culture of continuous improvement and ongoing feedback within classroom and program teams. These tools will be shared with partner districts as well to support their work with staff. Additionally, grant funds will be used to provide all certificated staff and four classified staff to receive stipends to offset the extra time related to training, planning, and coaching. This will help with both fidelity and buy in.

The development of a consistent on boarding process and written program manuals and fidelity tools will help to address the staff turnover that is common in specialized programs serving students with the most intensive needs in their counties.

C.5. Management Proposal –

To manage the projects as efficiently, effectively and inclusively as possible the following team-based approach will be utilized. This will help to expand capacity throughout Discovery Program leadership and increase sustainability over time.

Project Leadership Team: Lead by the Assistant Director of Special Programs and Services, this team will include the Program Administrators from each Discovery Program, the Project Consultant and the Site Assistant. This team will be responsible for monitoring the budget, keeping the project on schedule, implementing activities outlined in the project, communicating with NWESD, Discovery Program Staff as well as liaisons from partner

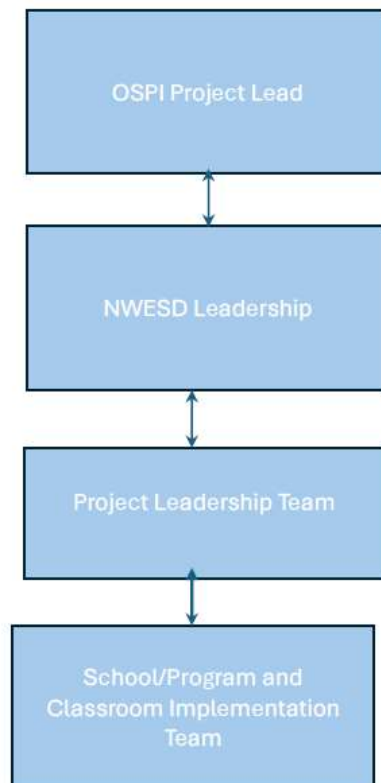
districts. This team will review project related data and provide problem solving when needed and assist in meeting the project goals. The team will meet once a month.

Discovery Program Leadership Teams: Led by the Program Administrator at each program (Whatcom and Snohomish), this team will include representatives from certificated, classified and support staff (school counselor, mental health counselor) at each program. This team will meet once a month to assist in the implementation of project objectives, assist in communication across the staff and provide input and suggestions related to the implementation of project activities. This team will review project data specific to their site and use that to inform decision-making and next steps in program development. A Leadership representative will be invited from each Program Partner as well for collaboration.

Certificated Staff: Because of the extra time and effort involved in implementing a project like this, certificated staff will receive a stipend to acknowledge their time, energy, and efforts to meet project goals and shift practice. Staff will be required to log time involved in training, program level planning, data collection, and coaching. This will be submitted to the Program Administrator in May to be eligible for the stipend of \$1,500.00.

Classified Staff: Two classified staff members from each program will be a part of the Program Leadership Team. These classified staff will be responsible for communicating the outcomes of the Leadership Team meetings, project activities, training schedule, and modeling and encouraging the implementation of new practices. These staff members will be required to log time involved in training, program level planning, data collection, and coaching. In the fall of 2024 classified staff at each Discovery Program will have the opportunity to apply for this role. This will be submitted to the Program Administrator in May to be eligible for the stipend of \$750.00.

Project Organization and Communication Structure



C.5.i Project Management/Team Structure/Internal Controls: The identified project team for this proposal will include:

Contact	Role/Credentials	Responsibilities
Anita Tromp, Assistant Director Special Programs & Services atromp@nwsed.org 360-299-4018	Project Lead Masters, Special Education	Oversee program development & implementation, training, district liaison, attend mandatory OSPI PLC every 8 weeks.
Bridget Walker, PhD bridgetwalkerphd@gmail.com 425-478-2647	Project Consultant & Trainer Doctorate PBIS, Special Education Certified LSCI Master Trainer	Provide LSCI Part I & II training, Professional Development, coaching consulting, data collection and analysis, PBIS training/certification, participate in statewide PLC's.
Toni Acfalle, Admin. Assistant Special Programs & Services tacfalle@nwsed.org 360-299-4014	Administrative Support BS, Human Services	Grant reporting, grant tracking, PD scheduling, data collection, budget management, travel coordination.
Lori Lynass, EdD. Sound Supports K-12	Trainer Doctorate Experience trainer in PBIS and restorative practices.	Support trainer for LSCI Part 1 & 2

C.5.ii Experience of the Consultant/Staff/Subcontractors

Project Consultant Relevant Experience:

Bridget Walker, Ph.D. Consulting Inc.

Email: bridgetwalkerphd@gmail.com

Web: www.linkedin.com/in/bawalkerPhd

Current Professional Focus: Supporting school districts, programs, and educational professionals in improving teaching, learning and social emotional/behavioral supports for ALL learners. I bring extensive experience, training, and skills to facilitate and support ongoing improvement efforts in today's schools and classrooms. Helping districts, schools, and programs develop effective, sustainable systems that create inclusive learning environments to better meet the needs of diverse learners. Collaborate with state, district and school leadership, teachers and staff on systems and strategies to improve outcomes for students with academic, social/behavioral challenges and/or high incidence disabilities. Below is a summary of qualifications. A full curriculum vitae is available in the appendix of this application.

Effective and Experienced in Training, Consultation, Technical Assistance and Coaching:

- Experienced PBIS/MTSS Trainer and Coach at school and district levels
- Effective strategies to support students with significant learning and behavior challenges
- Facilitate participatory program evaluation and review process for programs serving students with Emotional and Behavior Disabilities (EBD)

- National experience working with schools and programs on sustainable program development and improvement in the areas of PBIS, supporting students with high incidence disabilities
- Experienced Trainer and Coach in the areas of PBIS/MTSS, trauma informed and restorative practices, SEL, inclusive practices, school based mental health, FBA and BIP plan development, and effective instructional practices
- Served on several OSPI workgroups, including MTSS/PBIS, Reducing Disruptive Behavior, Integrating Systems of Support, and Reducing Restraint and Isolation
- Master Trainer in Life Space Crisis Intervention (LSCI)

Background in Teacher Education:

- Tenured faculty in the Masters in Teaching program at Seattle University for ten years
- Adjunct faculty experience at University of Washington, Seattle Pacific University and Western Washington University
- Prepared general and special education teacher candidates to be effective in diverse classrooms and supervised student teachers.

Experienced Educator in K-12 Public Schools:

- Practical experience as a special education and as day treatment teacher, district behavior specialist, state PBIS coordinator and state school success coach.
- More than 20 years of experience consulting and coaching across the country, as well as internationally.

Accomplished Educational Scholar and Writer:

- Research Coordinator for two OSEP grants in PBIS/MTSS implementation and Principal Investigator of one OSEP Student Led Research Grant at the University of Washington
- Conduct action research in the areas of PBIS, MTSS and effective intervention strategies for students at-risk for school failure and/or students with intensive social, emotional, and behavioral disabilities.
- Published author in *Beyond Behavior*, *Behavior Disorders*, *Journal of Positive Behavior Supports*, and other professional journals
- Co-author of the book *Self-Assessment and Program Review for Schools Implementing SWPBIS* by Brookes Publishing
- Co-Author of the book *Building Thriving School Communities Focused on Wellness and Equity by Leveraging MTSS*, by Rowan & Littlefield Publishing.
- Co-Author of the *Participatory Program and Expert Review Program Review and Improvement Process for programs serving students with Emotional and Behavioral Disabilities and Related Needs (PEER-EBD) ©*.
- Presenter at numerous international, national and regional professional conferences such as CEC, CCBD, NWPBIS, APBS, MTSSFest & many others.

C.5.iii References:

References For Project Consultant: Bridget Walker, PhD.

Shannon Phanhthavilay	Special Education Coordinator Northshore School District sphanhthavilay@nsd.org (425) 444-2343 Provided consultation and coaching at district middle school Cascade Program classrooms, Building Effective Programs for Students with Intensive Needs training, PEER-EBD Program Review and
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	Improvement process for district supports for students with intensive behavior needs.
Jennifer Zadow	Assistant Special Education Director Snohomish School District jennifer.zadow@sno.wednet.edu (206) 371-5517 Provided consultation and coaching for district Behavior Support Program classrooms, Conducted PEER-EBD Program Review and Improvement process for district supports for students with intensive behavior needs. Facilitated Book Study on Life Space Crisis Intervention. Provided MTSS consultation at the district level.
Patricia Fouts	Former Principal, Allen School Burlington Edison School District Foutsp@gmail.com (360) 640-9722 Provided in depth training and support on MTSS Tier 2 and Tier 3 systems development and implementation as part of OSSI Plan for Improvement. Provided classroom coaching, and individual student support planning and intervention coaching.
Bethany Verner	Assistant Special Education Director Bellingham Public Schools bethany.verner@bellingshamschools.org 1 (360) 255-3298 Provided training, consultation and supports to district programs supporting students with intensive social, emotional and behavior disabilities. Conducted professional development and coaching with program staff. Implemented PEER-EBD Program Review and Improvement process with staff.

C.5.iv Past Performance: Neither the NWESD or Bridget Walker PhD. Consulting Inc have ever been found in breach of contract .

C.5.v Examples/Samples of Related Projects/Previous Work (OPTIONAL) In the appendix please find a copy of the slides to report the year 2 data and recommendations from the PEER-EBD review at Whatcom Discovery for context. Also in the appendix is a copy of an article in the peer reviewed journal *Beyond Behavior* summarizing the process in another school district.

C.5.vi Subcontractors

Contact	Credentials/Role	Responsibilities
Bridget Walker, PhD Consulting Inc. Doctorate: PBIS, Special Education EIN #: 81-4775981 UBI #: 604067793	Certified LSCI Master Trainer Project Consultant	Provide LSCI Part I, II training Professional Development, Coaching Consulting, Data Collection and Analysis

C.6. Cost Proposal –

C.6.i Identification of Costs: Costs to implement the proposed plan include supplies, staff stipends to complete all components of the training model, Training Certification to invest in internal capacity to sustain the work, travel for participants to attend training, investment in Data Tracking tools, piloting software platform to increase student engagement and behavior modification tracking.

Items	Est. Cost
Supplies	
LSCI Training Materials/Certification \$150 (40)	\$6,000
SEL Curriculum	\$7,600
PBIS training material	\$1,000
Print Costs for training sessions	\$228
Data Collection/Analysis Platform for 3 programs, 3 partners	\$10,000
Professional Development (Contracted Services)	
LSCI Certification	\$21,550
Coaching/Mentoring	\$25,650
Stipends	
Certificated Staff \$1500 (25)	\$37,500
Classified Staff \$750 (12)	\$9,000
Salaries	
Project Lead 5%	\$9,043
Administrative Support 5%	\$5,290
Indirects ESD 9% (9% of total award \$150,000)	\$13,500
Expense Total:	\$146,361

C.6.ii Travel Costs

Event/Activity	Costs
Mileage: Project Lead (\$0.67)x300 miles	\$201
Mileage: Subcontractor (s) (\$0.67)x1400	\$938
Mileage: Program Staff (\$0.67)x200	\$134
Lodging (conference/collaboration mtgs for grant requirements): Project Lead (\$182)x5	\$910
Lodging (conference/collaboration mtgs for grant requirements): Subcontractor (s) (\$182)x8	\$1456
Expense Total:	\$3639

C.6.iii Subcontractor Costs: included in Table above.

C.6.iv Indirect Costs: Contractor has an allowable cost of 9% indirect costs as an ESD (\$13,500). Included in Table above.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

Bidder must sign and include the full text of this Exhibit A with their proposal.

Bidder makes the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. Bidder declares that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of ninety (90) business days following receipt, and it may be accepted by OSPI without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) business-day period.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. Bidder understands that OSPI will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of OSPI, and Bidder claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, Bidder has described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants OSPI the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.

EXHIBIT A CERTIFICATIONS AND ASSURANCES

10. Bidder acknowledges that if awarded a contract with OSPI, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OSPI.

11. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).

12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.

13. Bidder certifies that Bidder has not willfully violated Washington State’s wage payment laws within the last three years.

14. Bidder acknowledges its obligation to notify OSPI of any changes in the certifications and assurances above.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

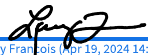
 <small>Larry Francois (Apr 19, 2024 14:29 PDT)</small>	Apr 19, 2024	Anacortes, WA
Signature of Bidder	Date	Place Signed (City, State)
Larry Francois	Superintendent	NWESD 189
Printed Name	Title	Organization Name

EXHIBIT B QUALIFICATION AFFIRMATIONS

CONSULTANT INFORMATION	
Bidder:	<u>Bridget Walker, PhD Consulting Inc.</u>

MINIMUM QUALIFICATIONS
<p><i>Please check all boxes that apply. Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> Personnel with experience providing or supervising general education and special education services within Washington public schools, and knowledge of the Washington public education system. <input type="checkbox"/> Experience in providing effective, engaging, and culturally relevant professional development, including coaching/mentoring, to adult learners at a district, state, or national level. <input type="checkbox"/> Experience with and understanding of positive behavior interventions and supports (PBIS) system implementation within schools and school districts, specifically related to elimination of isolation and reduction of restraint. <input type="checkbox"/> Knowledge of evidence-based methods for reducing crisis escalation that can result in the use of restraint or isolation, including social and emotional learning (SEL) curriculum, and student mental and behavioral health supports. <input type="checkbox"/> Successful experience in school improvement planning, including data analysis demonstrating changes in outcomes, of at least three (3) years. <input checked="" type="checkbox"/> Experience in convening heterogeneous groups of Washington education professionals and families, to identify growth opportunities, develop a change plan, and implementation of a plan. <input type="checkbox"/> Demonstrated successful experience utilizing project management principles and coordinating a budget of at least \$100,000 when successfully implementing complex projects for students/families, education leaders, or educators. <input type="checkbox"/> Demonstrated ability to communicate clearly and accurately verbally and in writing, and manage multiple projects, while ensuring timelines are met and goals are achieved.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

<u><i>Bridget Walker</i></u>	<u>4/17/24</u>	<u>Bellingham, WA</u>
Signature of Bidder	Date	Place Signed (City, State)
<u>Bridget Walker, PhD</u>	<u>Owner, President</u>	<u>Bridget Walker PhD Consulting</u>
Printed Name	Title	Organization Name

FULL CURRICULUM VITAE

Bridget A. Walker, Ph.D.

916 E Pacific View Dr
Bellingham, WA 98229
425-478-2647

Email: bridgetwalkerphd@gmail.com

Web: www.linkedin.com/in/bawalkerPhd

EDUCATION

Ph.D., Special Education, emphasis in Behavioral Disabilities and Positive Behavior Interventions and Supports/Multi-Tiered Systems of Support; Cognates of Study included Special Education, Prevention Science, Educational Leadership and Psychology, University of Washington, Seattle

M.Ed., Curriculum and Instruction and Special Education, Seattle University

B.S., Special Education, University of Utah

CERTIFICATIONS

State of Washington Professional Education Certificate Number 638439
(K-12 Special Education, K-12 Reading, 4-12 Psychology)

ACADEMIC AND RESEARCH EXPERIENCE

2014- 2016 **Associate Professor, Seattle University College of Education, Department of Teaching and Learning (Tenured).**

2007-2014 **Assistant Professor, Seattle University College of Education, Department of Teaching and Learning.**

Faculty member in the Masters in Teaching (MIT) program, a graduate level full-time, preservice teacher preparation program (K-12). Worked in an innovative, team taught, integrated program (elementary and secondary endorsements). Coordinated the Masters in Teaching and Special Education (MIT/SPED) dual endorsement program. Co-taught courses with program faculty, as well as independently. Engaged in course planning, development and program assessment. Conducted action research in areas of schoolwide positive behavior interventions and supports (PBIS), multi-tiered systems of support (MTSS) and effective supports for students with Emotional and Behavioral Disabilities (EBD). Chaired or served on doctoral committees.

Courses Taught:

Learners & Instruction (Course strands included: Psychology of Teaching & Learning, Building a Positive Classroom Community, Supporting Students with Special Needs); Elementary Curriculum, Instruction & Assessment: Supporting Learners with Special Needs; Secondary Curriculum, Instruction & Assessment: Supporting Learners with Special Needs; MIT/SPED Dual Endorsement Practicum.

- 2006-2007 **Visiting Professor, Seattle University College of Education, Department of Teaching and Learning.**
Taught graduate courses in both the Special Education program and K-12 Master in Teaching program, including Supporting Students with Special Needs, School Consultation and Intervention, Introduction to Behavior Disorders, and Advanced Behavioral Interventions.
- 2000-2006 **Adjunct Faculty, University of Washington College of Education, Department of Special Education**
Taught graduate courses in special education, behavior interventions and classroom management.
- 2004-2006 **Research Coordinator, “University of Washington’s Evidence-Based Interventions for Severe Behavior Problems.”** (The Check, Connect, and Expect Project). US Department of Education, Office of Special Education and Rehabilitative Services. University of Washington, Seattle, Washington.

Coordinated and facilitated implementation of a second federal and state funded research project exploring the efficacy of PBIS in schools in Washington state, building effective supports at the Tier 2 systems. Collaborated with Robert Horner, PhD on Tier 2 systems on Tier 2 systems development and roll out. Provided training, coaching and support to schools and districts; managed project budgets and contracts; developed materials; coordinated data collection and analysis; contributed to writing federal and state grant proposals and reports; coordinated research and coaching teams; served as lead and co-author on project related publications and reports. Principal Investigator: Doug Cheney, Ph.D.

- 1998-2004 **Research Coordinator, “Washington’s Assessment & Intervention Program for Students with Emotional Disturbance.”** (The BEACONS Project) US Department of Education, Office of Special Education and Rehabilitative Services. University of Washington, Seattle, Washington.

Coordinated and facilitated implementation of the first federally and state funded research project exploring the efficacy of PBIS in schools in Washington state. Collaborated with George Sugai, PhD and Lucille Eber, PhD

on effective Tier 1 training, systems and roll out. Provided training, coaching and support to schools and districts; managed project budgets and contracts; developed materials; coordinated data collection and analysis; contributed to writing federal and state grant proposals and reports; coordinated research and coaching teams; served as lead and co-author on project related publications. Principal Investigator: Doug Cheney, Ph.D.

K-12 SCHOOL BASED PROFESSIONAL EXPERIENCE

- 2008-Present **Owner and Executive Director**, Bridget Walker, PhD. Consulting Support school districts, programs and educational professionals in improving teaching, learning and social emotional/behavioral supports for all learners. Collaborate with state, district and school leadership, teachers and staff on systems and strategies to improve outcomes for students with academic and behavioral challenges. Provide training to schools and districts on multi-tiered systems of supports (MTSS) and positive behavior interventions and supports (PBIS), as well as supporting students with intensive behavior needs. Conduct action research on PBIS, social emotional learning (SEL) and effective academic supports for all learners. Serve as a School Success Coach in the areas of positive behavior interventions and supports (PBIS) and students with disabilities (SWD) in diverse schools and districts across the Pacific Northwest. Partner with Sound Supports and Associates to provide online and in person training and coaching. Master Trainer for the Life Space Crisis Intervention Institute (LSCI).
- Areas of expertise include: MTSS, PBIS, Universal Design of Learning, Social Emotional Learning, Executive Functioning, Program Review and Improvement Planning, Differentiating Instruction, Effective Interventions and Supports for Students with Emotional and Behavior Disabilities, Inclusive Practices, School/District Improvement Strategies, and Co-Teaching Models.
- 1993-1999 **District Behavior Intervention Teacher**, Shoreline School District, Shoreline, Washington. Provided individualized supports to teams serving students with challenging behaviors; provided training and consultation on classroom and behavior management and positive behavior supports to teachers, school staff and families in the district. Developed and supported a district-wide referral and re-integration process for placement in the district's specialized programs for students with Emotional and Behavioral Disabilities (EBD). Planned and implemented district-wide trainings in special education and behavior intervention. Interfaced with families and community agencies to develop supports for students. Served as the Chair of Professional Development and Training Committee for the 1999 OSPI Task Force on Serving Students with EBD.
- 1989-1993 **Special Education Teacher**, Syre Elementary School, Day Treatment Program, Shoreline School District, Shoreline, Washington. Served as the special

education teacher of the intermediate classroom in the district's day treatment program. Planned and implemented an engaging and rigorous program that supported academic and social/emotional development of students with EBD and related disabilities. Teamed effectively with a classroom based mental health counselor and paraprofessionals to support students with significant academic and social/emotional challenges. Interfaced with general education teachers and support staff to facilitate successful inclusion experiences.

1988-1989 **Special Education Teacher**, Resource and Behavior Intervention Teacher, Lake Washington School District, Washington. Served as special education teacher in a K-6 elementary school. Provided specially designed instruction in academics and behavior supports for students identified for special education. Interfaced with general education teachers and support staff to facilitate successful inclusion experiences.

PUBLICATIONS

Book/Evaluation Tool

Lynass, L., **Walker, B.** and McDowell, E. (In Press). *Building Thriving School Communities Focused on Wellness and Equity by Leveraging MTSS*. Lanham, MD: Rowan & Littlefield Publishing.

Walker, B. & Cheney, D. (2007, 2014). *The Participatory and Expert Evaluation and Review for Programs Serving Students with Emotional and Behavioral Disabilities (PEER-EBD)* ©. Seattle, WA: Authors

Walker, B. & Cheney, D. (2012). *The Self-Assessment and Program Review: An assessment approach for leadership teams implementing schoolwide positive behavior support*. Baltimore, MD: Brookes Publishing.

Peer Reviewed Journals

Grant, T., McGuire, M. & **Walker, B.** (2017). Integrating social studies and social skills for students with emotional and behavioral disabilities: A mixed methods study. *The Journal of Social Studies Research*, <https://doi.org/10.1016/j.jssr.2017.04.001>

Walker, B., Grant, T., & McGuire, M.M. (2016). Engaging diverse learners with academic and social challenges. *Social Studies and the Young Learner*,

Walker, B., Clancy, M., Tsai, S. & Cheney, D. (2013). Bridging research to practice: Implementing meaningful program evaluation and improvement to better serve students with EBD. *Beyond Behavior*, 3-16.

Tsai, S.F., Cheney, D. & **Walker, B.** (2013). Preliminary psychometrics of the Participatory Evaluation and Expert Review for Classrooms Serving Students with Emotional/Behavioral Disabilities (PEER-EBD). *Behavioral Disorders*, 38, 137-153.

Johnson, C., Eva A., **Walker, B.**, & Johnson, L. (2011). Don't turn away: Empowering teachers to support students' mental health. *The Clearing House: A Journal of Educational Strategies, Issues, and Ideas*, 84, 9-14.

Walker, B. (2010). Effective schoolwide screening to identify students at-risk for social and behavioral problems. *Intervention in School and Clinic*, 46, 104-110.

Eva, A and **Walker, B.** (2010). Leveling the playing field: Preparing teachers for effective instruction in diverse, inclusive classrooms. *The American Institution of Liberal Arts Colleges of Teacher Education Journal*.

Walker, B., Cheney, D., and Stage, S. (2009). The validity and reliability of the Self-Assessment and Program Review Survey: Assessing school progress in schoolwide positive behavior support. *Journal of Positive Behavior Interventions*, 11, 94-109.

Walker, B., Cheney, D., Stage, S. & Blum, C. (2005). Schoolwide screening and positive behavior supports: Identifying and supporting students at-risk for school failure. *Journal of Positive Behavior Interventions*, 7, 194-204.

Cheney, D., Blum, C., & **Walker, B.** (2004). An analysis of leadership teams' perceptions of positive behavior support and the outcomes of typically developing and at-risk students in their schools. *Assessment for Effective Intervention*, 30, 7-24.

Stage, S. A., Cheney, D., **Walker, B.** & LaRocque, M. (2002). A preliminary discriminant and convergent validity study of the teacher functional behavior checklist. *School Psychology Review*, 31, 71 - 93.

Guest Editor of Special Issue

McGuire, M., **Walker, B.**, & Grant, T. (Eds.) (2016). Including ALL students in powerful social studies. (Special Issue). *Social Studies and the Young Learner*, 28 (4).

Chapter in Book

Walker, B., & Fecser, F. (2007). Elements of an effective Re-EDucation program in the 21st century. In R. Cantrell & M. Cantrell (Eds.), *Continuing evidence for the Re-EDucation approach*. Westerville, OH: American Re-EDucation Association.

Walker, B. & Fecser, F. (2007). Components of a model Re-EDucation classroom for the 21st century. In, N. Long, W. Morse, F. Fecser, & R. Newman (Eds.), *Conflict in the Classroom* (6th Edition). Austin, TX: ProEd Publications

Cheney, D., Blum, C. & **Walker, B.** (2005). Response cost. In M. Hersen (Ed. in Chief) and G. Sugai, & R. Horner (Eds.), *Encyclopedia of behavior modification and cognitive behavior therapy: Vol. 3. Educational applications* (pp. 1480- 1483). Thousand Oaks, CA: Sage Publications.

State Reports/Documents

Washington State Restraint and Isolation Workgroup (2022). *Restraint and Isolation Legislative Report*. Olympia, WA: Office of the Superintendent of Public Instruction.

Reducing Disruptive Behavior Panel (2015). *Strengthening Student Outcomes: Technical Report on Best Practices and Strategies for Reducing Disruptive Behavior*. Olympia, WA: Office of the Superintendent of Public Instruction.

Task Force on Behavioral Disabilities (1999). *Toward a comprehensive system of care: An investment strategy for children and youth in Washington State*. Olympia, WA: Office of the Superintendent of Public Instruction.

Invited Journal Submissions

Lynass, L. & **Walker, B.** (2021). Building a Schoolwide Safety Net. *School Administrator*, (11), 27-29.

Walker, B. & Hoyt, L. (2015). Competence makes a difference: Using universal schoolwide positive behavior intervention and support (SWPBIS) practices to support the social and emotional learning of students with Emotional and Behavioral Disabilities. *Reclaiming Children and Youth*, 24 (1) 43-48.

Cheney, D., Tsai, S., **Walker, B.**, & Clancy, M. (2011). Program evaluation and effective practice for students with Emotional/Behavioral Disabilities. *Washington State Special Education School Law Institute Proceedings*. Seattle, WA: University of Washington School Law Division.

Walker, B., Hoyt, L. & Long, N. (2006). How do we get there from here? Nine stages on the reclaiming journey. *Reclaiming Children and Youth*, 15, 52-59.

Walker, B. & Fecser, F. (2002). Components of a model Re-EDucation classroom for the 21st century. *Reclaiming Children and Youth*, 11, 110-116.

Walker, B., & Long, N. (2000) I don't have to take that: A taxonomy on the abuse of reality. *Reclaiming Children and Youth*, 9, 45 –50.

FEDERAL GRANTS RECEIVED

2001 – 2002 **Student Investigator.** “Empirical analysis of positive behavior supports in general and special education classrooms”, Grant # H324B010033. U.S. Department of Education, Office of Special Education and Rehabilitative Services (\$20,000).

SCHOLARLY REPORTS AND PRESENTATIONS

National/International Peer Reviewed

Walker, B. & Jude, N. (2024) *Supporting Inclusion & Self-Regulation in Young Learners Using Multi-Sensory SEL.* (Session Presentation), Council for Exceptional Children Conference, San Antonio, TX.

Johnecheck, H., Bruene, L., **Walker, B.**, Greenberg, E. (2023, November). *Calm & Strong: Building Early Learners Self-Regulation Skills Via Tech-enabled Classroom Service Dog.* [Research poster] CASEL Conference, Atlanta, GA, United States.

Walker, B. & Hoyt, L. (2017). *Multi-Tiered Systems of Support in Alternative Schools for Students with Emotional and Behavioral Disabilities,* The International Council for Exceptional Children Conference, Boston, MA.

Walker, B. & McGuire, M. (2016). *Breathing New Life into Social Studies with Social Emotional Learning,* National Council for Social Studies Conference, Washington, D.C.

Walker, B. & Miller, M. (2016). *Fix It for Me! Leading for Change in Behavioral Programs,* The International Council for Exceptional Children Conference, St. Louis, MO.

Walker, B., Grant, T. & Cheney, D. (2015). *Towards Meaningful Program Improvement: An Overview of the Participatory Evaluation and Expert Review for Programs Serving Students with Emotional and Behavior Disabilities.* Teacher Educators for Children with Behavior Disabilities Conference, Tempe, AZ.

Walker, B., Hoyt, L., & Miller, M. (2015). *Transforming Programs for Students with EBD Through Meaningful Program Evaluation and Effective Leadership,* The International Council for Exceptional Children Conference, San Diego, CA.

Walker, B. (2013). *Built to Last: Creating Powerful and Sustainable School/Program Improvement Initiatives.* International Positive Behavior Supports Conference, San Diego, CA.

Walker, B. & Hoyt, L. (2013). *Bringing PBIS to Life in Specialized Programs for Students with EBD and Related Disabilities.* International Positive Behavior Supports Conference, San Diego, CA.

Walker, B. (2013). *Built to Last: Creating Powerful and Sustainable School/Program Improvement Initiatives*. International Positive Behavior Supports Conference, San Diego, CA.

Walker, B. & Hoyt, L. (2013). *Bringing PBIS to Life in Specialized Programs for Students with EBD and Related Disabilities*. International Positive Behavior Supports Conference, San Diego, CA.

Walker, B. & Hoyt, L. (2013). *Systematic Program Evaluation and Improvement to Better Support Students with Emotional and Behavioral Disabilities*. The International Council for Exceptional Children Conference, San Antonio, TX.

Walker, B., Cheney, D., & Clancy, M. (2011). *Implementing Meaningful Program Evaluation to Improve Outcomes of Students with Emotional and Behavioral Disabilities (EBD)*. Council for Children with Behavior Disorders, New Orleans, LA.

Walker, B. & Muscott, H. (2011). *Life Space Crisis Intervention (LSCI): Integrating key evidence-based practices to improve outcomes for students with, or at-risk of developing Emotional and Behavioral Disabilities (EBD)*. Council for Children with Behavior Disorders, New Orleans, LA.

Walker, B. & Clancy, M. (2011). *Empowering Teams to Improve Programs for Students with Emotional and Behavioral Disabilities*. The International Council for Exceptional Children Conference, Washington, D.C.

Cheney, D., **Walker, B.**, Tsai, S., Clancy, M., & Fischer, M. (2011). *Program Evaluation and Professional Development for Classrooms Serving Students with Emotional and Behavioral Disabilities*. The International Council for Exceptional Children Conference, Washington, D.C.

Walker, B. & Eva, A. (2010). *Preparing Teachers for Effective Inclusive Classrooms: Incorporating a Co-Teaching Framework*. Association for Independent Liberal Arts Colleges for Teacher Education, Atlanta, GA.

Walker, B. & Eva, A. (2009). *The Dynamic Duo: Modeling the General Education-Special Education Collaboration in Teacher Education*. The International Council for Exceptional Children Conference, Seattle, WA.

Walker, B. & Clancy, M. (2009). *Strengthening Services for Students with Emotional and Behavioral Disabilities: A Program Improvement Process*. The International Council for Exceptional Children Conference, Seattle, WA.

Walker, B. & Clancy, M. (2009). *Strengthening Services for Students with Emotional and Behavioral Disabilities: A Program Improvement Process*. Council for Children with Behavior Disorders, Denver, CO.

Walker, B. (2008). *Key Practices in Implementing and Assessing Schoolwide Positive Behavior Supports*. The International Council for Exceptional Children Conference, Boston, MA.

Walker, B. & Muscott, H. (2008). *Bridging the Conceptual Divide: Functional Behavior Assessment and Life Space Crisis Intervention*. Association of Positive Behavior Supports Conference, Chicago, IL.

Walker, B. (2007). *The Development and Implementation of a Leadership Team Based Positive Behavior Support Program Self-Assessment*. Association of Positive Behavior Supports Conference, Boston, MA.

Walker, B. (2005). *What Works? Findings from Implementing Schoolwide PBS and Comparing Targeted Interventions*. International Positive Behavior Supports Conference, Tampa, FL.

Walker, B. (2003). *A Multivariate Analysis of Schoolwide Positive Behavior Support (PBS) in Elementary Schools: Beyond Office Referral Data*. The Council for Children with Behavior Disorders International Conference, St. Louis, MO.

Cheney, D. & **Walker, B.** (2003). *Meaningful Improvement Using Schoolwide Positive Behavior Support: Taking Research into Practice, The BEACONS Project*. The International Conference for Exceptional Children Conference, Seattle, WA.

Walker, B. (2002). *Bringing Positive Behavior Supports to Life in General Education Classrooms*. The Teaching Educators of Children with Behavior Disorders Conference, Tempe, AZ.

Cheney, D., **Walker, B.**, & Blum, C. (2002). *Empirical Validation of the Three Level Model of Positive Behavior Supports*, The International Conference for Exceptional Children Conference, New York, NY.

Cheney, D. & **Walker, B.** (2000). *Implementing Positive Behavior Supports: Effective Approaches for Schools in Maine, Florida, and Washington State*. The International Council for Exceptional Children Conference, Vancouver B.C.

Walker, B. (1998). *Program Evaluation of Best Practices in School Based Programs for Students with Behavior Disorders*. The Council for Children with Behavior Disorders International Conference, Dallas, TX.

Walker, B. (1997). *The "Hands On" Behavior Specialist*. The International Council for Exceptional Children Conference in Salt Lake City, UT.

Walker, B. (1991). *Interagency Collaboration: Effective Partnerships = Effective Interventions*. The International Council for Exceptional Children Conference, Atlanta, GA.

International/National Invited Presentations

Walker, B. (2018). *Developing and Sustaining School Leadership Teams*- Keynote. Center for Inclusive Education Conference, Sofia, Bulgaria.

Walker, B. (2013). *Implementing Effective Program Evaluation to Improve Systems and Supports for Students with Challenging Behaviors*. The International Council for Exceptional Children Conference, San Antonio, TX.

Walker, B. (2011). *The Keystone to Success in Schoolwide Positive Behavior Supports: Developing and Sustaining Effective Leadership Teams*. The Association of Positive Behavior Supports Conference, Denver, CO.

Walker, B. & Muscott, H. (2011). *Bringing Life Space Crisis Intervention to Life in the Context of Today's School Reform Initiatives: Bridging the Conceptual Divide*. The Life Space Crisis Institute Senior Trainers Conference, Cleveland, OH.

Walker, B. (2010). *School-wide Screening: Identifying and Supporting Students At-risk for Emotional and Behavioral Disabilities*. The Association of Positive Behavior Supports Conference, St. Louis, MO.

Walker, B. (2009). *Effective School-wide Screening: Identifying Students At-Risk for Emotional or Behavior Problems*. The Association of Positive Behavior Supports Conference. Jacksonville, FL.

State/ Regional Peer Reviewed

Barrett, S & **Walker, B.** (2021). *Building and Sustaining Equitable, Efficient Comprehensive Screening in Tiered Systems of Support*. Northwest Positive Behavior Interventions and Support Summer Conference, Portland OR.

Walker, B. & Grant, T. (2014). *Integrating Academic and Behavioral Interventions to Support Success in Inclusive Classes*. Northwest Positive Behavior Interventions and Support Conference, Portland OR.

Walker, B. & Hoyt, L. (2014). *But What if They All Need Tier 3 Interventions? Successfully Incorporating Schoolwide Positive Behavior Supports into Specialized School Settings*. Northwest Positive Behavior Interventions and Support Conference, Portland OR.

Walker, B. & Hoyt, L. (2012). *Bringing Positive Behavior Interventions and Support to Life in Specialized Programs for Students with EBD and Related Disabilities*. The Northwest Positive Behavior Interventions and Support Conference, Portland OR.

Walker, B. (2012). *Life Space Crisis Intervention: Integrating Evidence-Based Practices to Improve Outcomes for Students with EBD and Related Disabilities*. The Northwest Positive Behavior Interventions and Support Conference, Portland OR.

Cheney, D. & **Walker, B.** (2005). *The BEACONS Project in Washington State: Using Evidence-based Practices in Schools*. Washington Behavioral Health Forum. Seattle, WA.

State/ Regional Invited Presentation

Hunter, J. & **Walker, B.** (2022). *Building and Sustaining Equity and Inclusivity in MTSS Using the Anti-Racist Inquiry Cycle*. NWPBIS Conference, Tacoma, WA

Walker, B. & Leckie, R. (2018). *Improving Outcomes and Equity for Students with EBD Through the MTSS Framework*. OSPI MTSS Fest, Seattle, WA.

Walker, B. & Hoyt, L. (2014). *Accentuate the Positive: Effectively Implementing Schoolwide Positive Behavior Supports in Specialized Settings*. Washington Positive Behavior Interventions and Supports Conference, Seattle, WA.

Walker, B. & Hoyt, L. (2014). *But Everyone Needs a Tier 3 Intervention! Effectively Incorporating School Wide Positive Behavior Intervention and Supports into Specialized School Settings*. Northwest Positive Behavior Interventions and Support Conference, Portland, OR.

Walker, B. & Grant, T. (2014). *Integrating Academic and Behavioral Interventions To Support Success in Inclusive Classes*. Northwest Positive Behavior Interventions and Support Conference, Portland, OR.

Walker, B. (2013). *This Kid is Making Me Crazy: From Conflict to Positive Behavior Interventions and Supports*. Northwest Positive Behavior Interventions and Support Conference, Spokane WA.

Walker, B. & Cheney, D. (2013). *Built to Last: Using the Self-Assessment and Program Review to Create Sustained Change in Schoolwide Initiatives*. Northwest Positive Behavior Interventions and Support Conference, Spokane WA.

Walker, B. & Hoyt, L. (2013). *Achieving Sustainable Improvements in Programs Serving Students with Emotional and Behavioral Disabilities*. Washington Re-EDucation Association Annual Conference, Renton, WA.

Walker, B., Wilson, A, Richmond, P., Riggs, C., and Grant, T. (2013). *Taking the Storypath to Success: Successfully Using Inquiry-based Social Studies for Students with Emotional and Behavioral Disabilities*. Washington Re-EDucation Association Annual Conference, Renton, WA.

Walker, B. & Clancy, M. (2011). *Strategies for Supporting Success in Schoolwide Positive Behavior Supports Across a Continuum of Student Needs*. Washington State School Psychology Association and Seattle University Summer Institute, Seattle, WA.

Walker, B. (2011). *Schoolwide Screening: Identifying and Supporting Students At-Risk for School Failure*. Washington State School Psychology Association and Seattle University Summer Institute, Seattle, WA.

Walker, B. (2011). *This Kid is Making Me Crazy: Moving from Conflict to Positive Behavior Supports*. The Northwest Positive Behavior Interventions and Support Conference. Bellevue, WA.

Walker, B. (2010). *Schoolwide Screening: Identifying and Supporting Students At-Risk for School Failure*. Washington State Positive Behavior Interventions and Supports Conference, Bellevue, WA.

Walker, B. (2009). *Life Space Crisis Intervention: Talking to Children and Youth in Crisis*. Alaska State Special Education Conference. Anchorage, AK.

Walker, B. (2009). *Introduction to Life Space Crisis Intervention*. Alaska State Special Education Conference. Anchorage, AK.

Walker, B. (2009). *The School Psychology Summit: Moving Forward with Response to Intervention. Panel Moderator on Universal Screening: Identifying Students in Need of Behavioral Supports*. The Office of the Superintendent of Public Instruction and Seattle University Summer Institute, Seattle, WA.

Walker, B. & Lyons, M. (annually, 1997- 2015). *Life Space Crisis Intervention: Talking to Children and Youth in Crisis*. The Office of the Superintendent of Public Instruction Summer Institute, Seattle, WA.

Walker, B. (annually, 2008 - 2010). *Effective Interventions for Children and Youth with Challenging Behaviors*. The Office of the Superintendent of Public Instruction Summer Institute, Seattle, WA.

Walker, B. & Hoyt, L. (2008). *Therapeutic Re-EDucation as an Evidence Based Practice*. American Re-EDucation Association Conference. Cleveland, OH.

Cheney, D. & **Walker, B.** (2000). *Don't Wait Until It's Too Late: Functional Behavior Assessment as an Early Intervention Approach*. IDEAS Conference, Spokane WA.

Walker, B. (1994). *Crisis Intervention and Prevention*. The Washington Re-EDucation Association Annual Conference, Shoreline, WA.

Walker, B. & Wager, K. (1990). *Shoreline Interagency Day Treatment Model: Success for Hard to Manage Children.* The Washington State Council for Exceptional Children Conference, Bellingham, WA.

Walker, B. & Wager, K. (annually, 1989-1991). *Blending Education and Therapy: Creating an Effective Day Treatment Program.* The Puget Sound Educational Service District Summer Institute, Seattle, WA.

Walker, B. (annually 1994-1998) *Helpful Strategies for Dealing with Disruptive and Difficult to Manage Students.* The Shoreline School District and Seattle Pacific University, Seattle, WA.

Walker, B. (1997). *Introduction to Life Space Crisis Intervention: Talking with Kids in Crisis,* Seattle Pacific University, Seattle, WA.

Webinar/E-Modules/Static Courses

Walker, B. & Lynass, L. (2022). Several static courses we have co-developed are available at <https://sound-supports-k12.teachable.com/courses>

Walker, B. (February 12, 2014). *This kid just makes me crazy! Moving staff from conflict to positive behavior intervention and supports.* For Northwest Positive Behavior Interventions and Supports Group. <http://youtu.be/w7V932vQRww>

Walker, B. (April 7, 2012). *This kid just makes me crazy: Understanding the conflict cycle.* For MESH-AK, Alaska. <http://youtu.be/nmQ15IJksSk>

SERVICE TO THE PROFESSION

National Professional Service Activities

- 2011-2012: Stanford College of Education: Special Education Teacher Performance Assessment Development & Feedback
- 2011-2012: Council for Exceptional Children Conference Submission Reviewer, Alternative Schools strand

State Committees /Work Groups/Task Forces

- 2015-Present Office of the Superintendent of Public Instruction Integrated Systems of Supports Advisory Panel (State)
- 2014-Present Office of the Superintendent of Public Instruction Multi-Tiered Systems of Support Advisory Group (State)
- 2014-2015 Office of the Superintendent of Public Instruction Reducing Disruptive Behavior Panel (State)
- 2012-2015 Office of the Superintendent of Public Instruction, Statewide Advisory Board on Positive Behavior Interventions and Supports, Olympia, WA (State).

- 2014-2015 Northwest Positive Behavior Interventions and Support Conference, Planning and Program Committee (Regional)
- 2013 Office of the Superintendent of Public Instruction, Multiple Endorsement Scenarios Work Group (State)
- 1998-1999 Chair, Professional Development and Teacher Education Subcommittee, Statewide Task Force on Behavioral Disorders, Office of the Superintendent of Public Instruction, Olympia, WA (State).

Non-Profit Executive Board Member: Board of Directors

- 1999 - 2005 American Re-EDucation Association, Westerville, Ohio (National).
- 2005- 2016 Washington Re-EDucation Association, Seattle, Washington (State).
- 1994-1996 Washington Re-EDucation Association, Seattle, Washington (State).

Non-Profit Board of Directors: Substantial Involvement

- 1996 – 2005: Washington Re-EDucation Association, Seattle, Washington (State).
- 2005 – 2010: American Re-EDucation Association, Westerville, Ohio (National).

INTERNATIONAL, NATIONAL AND REGIONAL CONSULTATION

- 2020-Present **Ripple Effects Social Emotional Learning**, Seattle, WA
Research Support on emerging resources and materials.
- 2021-2023 **Stanwood Camano School District**, Stanwood, WA
Consultation on supporting students with intensive social and emotional disabilities through inclusive, MTSS supports.
- 2021-Present **Burlington Edison School District**, Burlington, WA
Consultation, training, and coaching on MTSS systems and programs that support students with intensive social and emotional disabilities.
- 2020-Present **Northwest Education Service District**, Anacortes, WA
Consultation, training, and technical support to Discovery Programs.
- 2018-Present **University of Washington School Mental Assessment, Research & Training Center (SMART Center)**, Seattle WA
Consultation, technical assistance, and support related to MTSS implementation and integration of school/county mental health supports in schools (Skagit County).
- 2017-2023 **Peninsula School District**, Special Services, Gig Harbor, WA
Program evaluation and improvement of district programs for students with Emotional and Behavioral Disabilities (EBD) and related special education services. Professional development and consultation for related program staff.
- 2016-Present **Northshore School District**, Secondary Special Education, Woodinville, WA

Program evaluation and improvement of district programs for students with EBD and related special education services. Professional development and coaching on SWPBIS in specialized settings for related staff.

- 2014-2022 **Center for Inclusive Education, Sophia, Bulgaria**
Consultation and technical assistance on differentiating supports for students with disabilities, program development and implementation of inclusive practices and differentiating instruction.
- 2017-2020 **Everett Public Schools, Everett WA**
As part of Sound Supports provide district and school coaching, training, and support on MTSS implementation.
- 2015-2022 **Bellingham School District, Special Services, Bellingham, WA**
Program evaluation and improvement of district programs for students with Emotional and Behavioral Disabilities (EBD) and related special education services. Professional development and consultation for related program staff.
- 2014-2020 **Snoqualmie Valley School District, Student Services, Snoqualmie, WA**
Provide training, consultation and coaching in the implementation of PBIS/MTSS at the district level.
- 2017- 2020 **Riverview School District, Special Services/Teaching & Learning, Duvall, WA**
Consultation and support for district MTSS implementation, PBIS training and coaching and support for district's BESTT program, serving students with intensive emotional and behavioral disabilities.
- 2016-2017 **Seattle Public Schools, Behavioral Health Department, Seattle, WA**
Provide training, consultation and coaching in the implementation of PBIS/MTSS at the district level.
- 2016-2017 **Pend Oreille School District, Special Education, Ponderay, ID**
Program evaluation and improvement of district programs for students with Emotional and Behavioral Disabilities (EBD) and related special education services. Professional development and consultation for related program staff. Training in Tier 3 behavioral interventions and supports.
- 2009-2017 **Renton School District, Special Services, Renton, WA**
Program evaluation and improvement of district programs for students with EBD and related special education services. Professional development and coaching on SWPBIS in specialized settings for related staff.
- 2017 **Lake Stevens School District, Curriculum and Instruction, Lake Stevens, WA**
Provide training, consultation and coaching in the implementation of PBIS/MTSS at the district level.

- 2013-2015 **Seattle Public Schools**, Special Education, Seattle, WA
Program evaluation and improvement of district programs for students with EBD and related special education services. Intensive professional development and coaching on effective programming for students in specialized and inclusive settings.
- 2014-2015 **Brownsville Community Schools**, Brownsville, IN
Technical assistance on start-up of therapeutic day treatment program.
- 2014- 2015 **Treehouse for Kids**, Seattle, WA
Professional development on effective interventions and supports for supporting K-12 students in foster care, including Life Space Crisis Intervention and SWPBIS.
- 2014 **Idaho Positive Behavior Supports Network**, Boise, ID
Professional development on interventions and supports for students with learning and behavioral challenges.
- 2013 **Bellevue School District**, Special Services, Bellevue, WA
Program evaluation and improvement of district programs for students with EBD and related special education services.
- 2012 **Anchorage School District**, Anchorage, AK
Program evaluation and improvement of district programs for students with EBD and related special education services.
- 2012-2015 **Carver Scott Educational Cooperative**, Chaska, MN
Program evaluation and improvement of district programs for students with EBD and related special education services, including MTSS. Intensive professional development, coaching and consultation with program staff.
- 2012 **Edmonds School District**, Special Services, Edmonds, WA
Program evaluation and improvement of district programs for students with EBD and related special education services.
- 2010-2011 **Lake Washington School District**, Special Services, Kirkland, WA
Program evaluation and improvement of district programs for students with EBD and related special education services. Professional development, coaching and consultation for related program staff.
- 2011 **Overlake Specialty School**, Bellevue, WA.
Program evaluation and improvement of district programs for students with EBD and related special education services. Professional development and consultation for related program staff.
- 2003- 2011 **Mukilteo School District**, Mukilteo, WA

Program evaluation and improvement of district programs for students with EBD and related special education services. Professional development, coaching and consultation for related program staff.

- 2007-2011 **Highline School District**, Special Services, Burien, WA
Program evaluation and improvement of district programs for students with EBD and related special education services. Professional development and consultation for related program staff.
- 2010 **New Hampshire Center for Positive Behavior Interventions and Supports**,
Bedford, NH
Provided certification training in Life Space Crisis Intervention strategies to district staff from across the state.
- 2008–2010 **Washington State Positive Behavior Intervention and Supports Network**.
Seattle, WA.
Training and consultation on implementation of SWPBIS/MTSS in the Seattle area.

PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS

- The International Council for Exceptional Children (CEC)
- The Association of Positive Behavior Support (APBS)
- Council for Children with Behavior Disorders (CCBD)
- Association of Supervision and Curriculum Development (ASCD)
- Life Space Crisis Intervention Institute (LSCI), Master Trainer

AWARDS AND HONORS

- Northwest Positive Behavior Supports Network Positive Behavior Interventions and Supports Champion Award, 2011
- Teacher/Counselor of the Year, American Re-EDucation Association, 1998
- Washington State Re-EDucator of the Year, Washington Re-EDucation Association, 1997
- Graduate School of Education Award for Meritorious Service, University of Utah Special Education Department, 1988

Bridging the Research-to-Practice Gap: Empowering Staff to Implement Meaningful Program Evaluation and Improvement to Better Serve Students With Emotional or Behavioral Disorders

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 MICHAELA CLANCY, SEATTLE SCHOOL DISTRICT
 SHU-FEI TSAI, CENTRAL WASHINGTON UNIVERSITY
 DOUG CHENEY, UNIVERSITY OF WASHINGTON

There is little argument in the field of special education that many issues and concerns continue to exist regarding quality and consistency of services and support for students with emotional or behavioral disorders (EBD). In their analyses of the 2003 National Survey of Children's Health, Blanchard, Gurkan, and Blackman (2006) found that students with EBD are more frequently absent from school, report more anxiety and depression, have lower self-esteem, have more learning problems, and are involved in fewer community activities than their typically developing peers. Bradley, Doolittle, and Bartolotta (2008) found that students with EBD have ongoing problems with discipline and antisocial behavior that only increase as they get older. Additionally, they found that although students with EBD are more academically capable than many students in other disability categories, they frequently fail classes and about half drop out of school entirely. These poor outcomes continue despite decades of research on effective interventions for students with EBD (Gage, Lewis, & Adamson, 2010) and the hard work of countless frontline professionals. These outcomes are not surprising given that many educators working in the field report being underprepared and lacking the necessary training to implement key practices (Cook, Landrum, Tankersley, & Kauffman, 2003; Henderson, Klein, Gonzalez, & Bradley, 2005); programs are not

consistently using evidence-based practices (Johns & Guetzloe, 2004); and students with EBD still have little access to counseling or related services in schools (Wagner et al., 2006). To improve student outcomes, it appears that we must continue to explore strategies to help frontline professionals better translate research into practice so they can implement effective programs and interventions to better support students with EBD.

In the past few years researchers have published lists of evidence-based practices that research indicates *should* be in place in programs and supports for students with EBD (e.g., Farley, Torres, Wailehua, & Cook, 2012; Ryan, Pierce, & Mooney, 2008; Simpson, Peterson, & Smith, 2011). Some of the practices recommended by these authors have included (a) effective behavior management systems that include clearly stated rules that are consistently monitored and enforced; (b) clear, descriptive feedback to students; (c) proven academic supports including strategies such as cooperative learning, peer tutoring, and self-monitoring; (d) implementation of evidence-based practices; and (e) qualified and committed professionals as the core of an effective program. Although these lists provide some guidance and structure for practicing staff, little has been reported on how to help staff meaningfully translate the content of these lists into everyday practice. One approach that has not been explored enough in our

field is integrating these specific practices into a collaborative, ongoing program evaluation and improvement process.

Program Evaluation for Programs Serving Students With EBD

Spaulding (2008) noted that although student progress is tracked through standardized assessments, educational practice is rarely monitored in ways that actually improve educators' and program practices. He recommended that schools regularly evaluate their educational practices to "determine their worth and to make recommendations for programmatic refinement and success" (p. 171). To be effective, critical evidence-based practices need to be embedded in program evaluation approaches in a way that allows staff to determine how well their schools and programs are actually implementing them and then to establish a plan for making needed improvements. Grosenick, George, and George (1987) developed *The Program Inventory* to survey school district administrators about services for children with EBD. They suggested that schools were in great need of a set of evidence-based standards to design their programs for students with EBD. Since their report, however, there has been little research about how to apply these standards in classrooms for students with EBD.

More recently, Tsai (2011) reviewed studies published in

Behavioral Disorders and the *Journal of Emotional and Behavioral Disorders* between 1995 and 2010 that focused on program evaluation for students with EBD and found only one study that examined teachers' and school staffs' perceptions of the effectiveness of their programs. Harvey (1996) compared the effectiveness of self-contained programs with mainstream programs in addressing student progress, student aggression, resources, program policies, teaching, and parent/school relations. Another program assessment approach is available in a textbook by Jones, Dohrn, and Dunn (2004). Finally, two evaluation tools were found in the literature but did not appear to be widely used in district or classroom programs for students with EBD (Boeson, 2006; Walker & Cheney, 2007). Again, while helpful conceptually, none of these tools have been statistically validated for evaluating and improving programs for students with EBD.

How program evaluation is conducted is the key to its effectiveness. In traditional evaluation approaches, external experts are often hired by district leadership. They act independently as the primary evaluators because they visit schools, observing classrooms, collecting data, reviewing program documents, interviewing staff, and analyzing information from the visit to write and submit an evaluation report (Zukoski & Luluquisen, 2002). Although these external evaluators are considered both expert and objective, they often cannot fully understand how a classroom or program operates based on their brief visit, nor can they uncover the crucial social/interpersonal dynamics of the staff participating (Brisolara, 1998). Unfortunately, after receiving a report of this kind, staff members seldom find that the recommendations are helpful. This may be because staff felt that the focus of the process was to find them doing "something wrong," or they may be unclear about some or all of

the recommendations and unsure of how to effectively implement them. Last, they may simply be frustrated with the lack of their own input in the overall process itself. As a result, staff may be resistant to implementing some or all of the recommendations generated by the external evaluator (Clancy, 2011; Kern, 2008). To address this issue many current approaches to program evaluation have recommended the importance of involving frontline staff throughout the evaluation process so that practical and meaningful recommendations can be identified and used for program improvement (Taut, 2008). Patton (2008) referred to this inclusive process within program evaluation as participatory evaluation (PE).

Participatory Program Evaluation: Empowering Staff to Implement Program Improvement

PE provides an opportunity for frontline staff to join in at every stage of the evaluation process, from development and planning through feedback and review, in collaboration with an external reviewer or facilitator. The goals of the process are to enhance commitment to program changes, to increase the relevance and practicality of recommendations, and to improve the odds that evaluation findings will be put to use for program improvement. This occurs because staff members participating in the process actually develop a clearer understanding of the assessment criteria and help identify goals that are relevant to their own classroom or program. This, in turn, increases their understanding and ownership of the entire evaluation and program improvement process. As a result, PE is a unique tool for developing reflective, involved professionals who learn to focus on collaborative problem solving and decision making to truly improve professional practice (Chapman & Fullan, 2007; Suarez-Herrera, Springett, & Kagan, 2009). Over all, PE allows a more productive

program assessment to be conducted, and the implementation of the collaboratively determined recommendations also become clear, mutually understood program performance measures that frontline staff and their administrators can use *together* to guide program planning and practice.

Two of the authors have developed a tool, *The Participatory Evaluation and Expert Review for Programs Serving Students With EBD* (PEER-EBD; Walker & Cheney, 2007) that is built on the PE process and evidence-based practices in a way that is useful to professionals working in these specialized settings. The content of the PEER-EBD is based on a comprehensive literature review of evidence-based practices concerning effective programs for students with EBD. The PEER-EBD is organized in four domains of evidence-based practices: (a) classroom foundation and philosophy, (b) classroom structure, (c) climate and group process, and (d) individual programming. These four domains have been consistently emphasized in the literature related to key components of specialized programs over the past two decades (see Cheney & Barringer, 1999; Jones et al., 2004; Walker & Fecser, 2002, 2007).

Within each of the four domains are four to six key evidence-based practices. These are supported by a list of indicators that operationalize each practice to give staff a better sense of what they look like in the everyday world. *Table 1* lists these evidence-based practices within each of the four domains. The four domains can be considered as interrelated building blocks that guide program development and implementation from a foundational level (classroom foundation and philosophy) to a more targeted and specific area (individualized programming). The practices and indicators can be considered the "bricks and mortar" of implementation. They both serve as benchmarks for implementation



Table 1 DOMAINS AND PRACTICES FOR THE PEER-EBD

Domains and Practices
1. Classroom foundation and philosophy
1.1 Clear philosophical frameworks
1.2 Consistent referral process
1.3 Ongoing professional development
1.4 Family involvement
2. Classroom structure
2.1 Data collection
2.2 High levels of engagement
2.3 Effective behavior management
2.4 Rules & routines
3. Climate and group process
3.1 Effective instruction
3.2 Prosocial skill instruction
3.3 Group meetings
3.4 Positive responses to feelings
3.5 Effective crisis prevention
4. Individual programming (Academic, social/behavioral, vocational)
4.1 Individual assessment
4.2 Meaningful FBA
4.3 Active BIP
4.4 Therapeutic supports
4.5 Wraparound supports
4.6 Culturally responsive practice

and provide language for specific program improvement goals. *Figure 1* includes the practices and related indicators for the classroom structure domain. For example, if the team rating for the structure domain in the program overall is low, the staff then identifies from their discussion that they want to improve behavior management practices (item 2.3) by focusing first on increasing the rate of positive feedback (indicator 2.3.2). This provides staff with a measurable goal by which to monitor changes in their practice. This approach appears to help staff envision how these practices come together to create a comprehensive program as well as how to set priorities for implementing evidence-based practices in their classroom or program based on the results of their assessment.

Steps in Completing the PEER-EBD Process

The PEER-EBD has school teams work collaboratively with an expert, external reviewer in order to utilize the unique perceptions and expertise each can provide. The school teams and the external reviewer identify program strengths and the areas for improvement in the context of the same evidence-based practices to provide a comprehensive program evaluation and improvement process. The PEER-EBD consists of four steps: (a) an individual self-assessment, (b) a team self-assessment, (c) an expert review and recommendations, and (d) establishment by the team of goals, activities, and timelines for program improvement. *Table 2* summarizes the steps of the PEER-EBD process.

To measure the functioning level of each practice, the PEER-EBD uses a 5-point Likert scale for each item, where a response of 1 indicates that the practice is not in place and a response of 5 indicates that it is fully in place. First, individual team members rate their programs based on the indicators in the assessment. Next, the entire program team meets to share and discuss the members' individual ratings to establish a consensus level of implementation across each of the practices in the four domains and to establish priorities for improvement and development. This team conversation is essential because it creates an opportunity for the staff to share their perspectives, experiences, and concerns with one another in a data-based context and to determine a rating that is reflective of the experience of the team as a whole. This discussion is often the first step in improving team communication, functioning, and practices and is central in giving each member of the team a voice in the process. *Figure 2* provides a sample of one evidence-based practice and an example of how the team scoring is recorded as a result of the group discussion.

Once completed, the results are shared with an external reviewer. The reviewer reads the team results and then schedules a visit to the classroom or program. The external reviewer is someone from outside the program who has a strong understanding of current evidence-based practices in the field of EBD. This could be a local professor in special education, a school psychologist or behavior specialist within the district, or a private consultant. It is important for the expert reviewer to be someone with strong behavioral expertise who is not part of the team or program itself. This is because someone from "inside" the program may feel pressured to review or respond to the process in a particular way or is so steeped in the existing practice or culture they are unaware of factors and dynamics that are affecting the program. Conversely, someone from "outside" the program may not know the program as well but is more likely to recognize issues or factors the teams themselves are no longer aware of (King & Stevahn, 2013). The external reviewer rates the program using all the same practices on the PEER-EBD after conducting classroom or program observations, interviewing staff, and reviewing program, classroom, or student documents (program literature, classroom mission statement, daily schedules, functional behavioral assessments [FBAs] and individualized education programs [IEPs]).

The results of the expert reviewer are then used as an objective measure to compare with the team ratings from the program. The reviewer also provides the team with a list of program strengths and recommendations to consider as they set measurable goals, objectives, and activities for program improvement. By incorporating the input of both an objective outside reviewer and the input and priorities from the team itself, a more comprehensive and accurate picture of program

Figure 1 PRACTICES AND THE RELATED INDICATORS OF THE STRUCTURE DOMAIN**2.1. Effective and systematic data collection techniques are used to monitor daily functioning, drive program planning, and evaluate student progress.**

- 2.1.1 Meaningful data on student performance is recorded daily.
- 2.1.2 Data collection is efficient, easy to maintain, and useful to staff, students, and families.
- 2.1.3 Data regarding performance and progress is communicated regularly with parents and others involved in a student's life and treatment.
- 2.1.4 Data is reviewed regularly and utilized for program planning, decision-making, and in IEP development and implementation.

2.2. Scheduling of activities promotes high levels of engagement and student progress is evident throughout the day:

- 2.2.1 High levels of positive staff /student interaction occur throughout the day.
- 2.2.2 Movement between locations and activities is well managed.
- 2.2.3 Difficult or low interest activities are followed by high interest, high motivation activities or opportunities (Premack Principle).
- 2.2.4 Scheduling is adjusted to respond to student needs, interests, and attention levels.
- 2.2.5 Unstructured time is meaningful and well supervised.
- 2.2.6 Provides opportunities for successful independent and group activities.

2.3. An effective behavior management style is utilized by all staff and is embedded in all aspects of the program:

- 2.3.1 It is evident within the context of instruction as well as in day-to-day activities.
- 2.3.2 Positive reinforcement is given at a much higher rate than negative reinforcement (at least 4:1).
- 2.3.3 Praise statements are specific and help the student understand what aspects of their behavior are successful.
- 2.3.4 Staff demonstrate effective limit setting techniques.
- 2.3.5 Most behavior problems are handled within the program/classroom by frontline staff. External administration or agencies (such as police) are utilized only in connection with serious offenses.

2.4. Meaningful rules, rituals and routines are integrated into the schedule and program environment, which promote student success and minimize opportunities for disruptive behavior:

- 2.4.1 Rules are stated in the positive, are easy to understand, identify behaviors for success, and are consistently enforced.
- 2.4.2 Students understand and can articulate rules, expectations, and classroom routines.
- 2.4.3 Routines are established and practiced for transitions, classroom activities, ignoring disruptive behaviors, and emergencies such as fire drills etc.
- 2.4.4 Consistent signals and cues are utilized for communication, transitions, instruction, and behavior management.
- 2.4.5 Rituals involving both staff and students are established for significant life or learning events such as acknowledging student progress, birthdays, or a student joining or leaving the group etc.



Table 2 STEPS IN THE PEER-EBD PROCESS

PEER-EBD Steps	Action
1. Individual rating	1. Individual team members rate the program indicators in the assessment.
2. Entire program/team meeting	<ol style="list-style-type: none"> 1. Team members discuss their ratings to reach a consensus rating on implementation of practices across the four domains. 2. Staff share their perspectives, experiences, and concerns with one another to determine their final team ratings. 3. Initial priorities for improvement and development are established.
3. External reviewer program visit, ratings, and recommendations	<ol style="list-style-type: none"> 1. Program team shares the results with an external reviewer. 2. The reviewer reads team results and schedules a visit to the program. 3. Reviewer interviews staff, observes program, and reviews classroom/student documents (e.g., program literature, classroom mission statement, daily schedules, FBAs and IEPs). 4. The reviewer rates the program on all the same practices of the PEER-EBD and develops a summary of program recommendations.
4. Program/team finalizes improvement plan	<ol style="list-style-type: none"> 1. The team reviews both expert and team results. 2. Reviewer's recommendations are considered by the team for planning and improvement. 3. Program team integrates reviewer's results and recommendations to develop measureable goals and activities for program improvement. 4. PEER-EBD process is repeated annually.

functioning emerges. This allows the team to more accurately reflect on current practice and make a more effective plan for program improvement. As the staff repeats this process on an annual basis, they continue to increase both their awareness of how effectively evidence-based practices are being implemented in their setting and their ability to work together as a team to further develop their program.

The PEER-EBD has been used in a number of urban and suburban districts since 2002 to assist in their program improvement efforts. Based on one recent study, the PEER-EBD had satisfactory psychometric properties of reliability, as well as content and construct validity. The reliability of the tool was determined by a statistical analysis of the items of the tool itself. Content validity was

established via a review of all of the items by a panel of EBD experts. The construct validity was established using a statistical technique known as factor analysis to determine whether the way the tool and its items are organized is sound. The results of these analyses suggest that a team using the PEER-EBD can be confident that their program improvement efforts are based on a sound theoretical framework and established, evidence-based practices (Tsai, 2011; Tsai, Cheney, & Walker, in press).

Tsai's (2011) study also indicated that the components and practices in the PEER-EBD are interrelated and are best assessed when a school team works collaboratively with an outside expert within the PE process. This means that the comprehensive PE process itself is as central to actual program improvement as identifying

the key practices themselves. Simply working from the list of practices and indicators with the goal of making effective changes will not have the same impact on changing staff practice and ongoing program improvement as implementing the comprehensive process.

One District's Journey to Program Improvement With The PEER-EBD: A Case Study

Setting and Participants

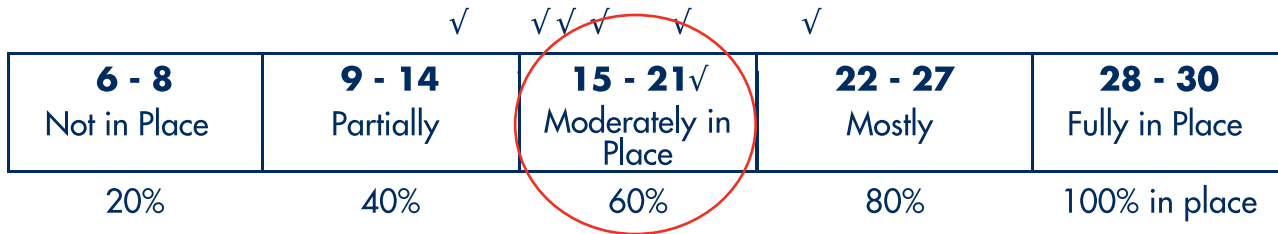
The Cascadia School District (a pseudonym) is a large, diverse, urban district in the Pacific Northwest that used the PEER-EBD process to assess and ultimately enhance their classrooms for students with EBD during a 3-year program improvement process from 2007–2010. The district's goals for the project included developing more positive and effective specialized programs for students with EBD and laying a foundation for a district-wide commitment to sustainable, ongoing improvements for those programs. In 2010 the district had more than 40 schools, 17,462 students and 1,421 certificated staff members. It is a very diverse district with 28.3% Hispanic, 21.5% Asian, 14.8% Black, 1.9% Native American/Alaskan Native, and 33.3% White students. In 2010, there were 2,176 (12.5%) students who received special education and 60% of students qualified for free and reduced-price lunch.

Cascadia involved all of the staff members who were working in their specialized K–12 programs for students with EBD in the PEER-EBD process. This included 102 staff members (paraprofessionals, teachers, administrators, and related service support staff) from teams at seven elementaries, three middle schools, and five high schools. After all 15 classroom-based programs completed their assessments using individual and team assessments of the PEER-EBD, the external reviewers completed their own review of the

Figure 2 SAMPLE PEER-EBD ITEM AND TEAM SCORING PROCESS

2.2. Scheduling of activities promotes high levels of engagement and student progress is evident throughout the day by:

- 2.2.1 High levels of positive staff /student interaction occur throughout the day .
- 2.2.2 Well managed movement between locations and activities.
- 2.2.3 Use of the Premack Principle, i.e., difficult or low interest activities are followed by high interest, high motivation activities.
- 2.2.4 Adjusting schedules in response to student needs, interests, and attention levels.
- 2.2.5 Well planned supervision and available activities during unstructured time.
- 2.2.6 Providing opportunities for success in independent and group activities.



Record a tally mark that represents the scores of each individual team member and then circle the box that contains the majority of the team’s scores. This will indicate the level at which this entire evidence-based practice is in place. The percentage numbers listed below the boxes can be used when entering the scores into a spreadsheet for ongoing progress monitoring (see next section).

classrooms using the PEER-EBD practices and indicators. Results from both the school teams and the external reviewers were compiled for comparison. In May 2007, the results of the process were then shared in two district meetings, one with the district’s special education administrative team and the other with all staff from the programs. This process was completed each year through 2010.

Bringing Change to Life: Program Improvement Activities

In response to the initial PEER-EBD results, the district administrators met with the entire staff of the specialized classrooms for students with EBD to prepare for the upcoming 2008–2009 school year. The agenda was to review the PEER-EBD findings, discuss them in small groups at the elementary- and

secondary-program levels, and to develop an action plan for the upcoming school year. The discussions resulted in an action plan that focused on (a) writing a district-wide mission/philosophy statement for classrooms serving students with EBD, (b) holding monthly professional development programs using the structure of professional learning communities (PLCs) for the elementary and secondary program levels, and (c) making more strategic decisions for student-, classroom-, and district-level resources and procedures based on the results. Specific professional development goals for classrooms emerging from that meeting focused on strengthening social skills instruction in all classrooms, improving crisis prevention and intervention strategies, and enhancing the FBA and behavioral intervention plan (BIP) processes. Additionally, district special education

leadership and classroom staff received in-depth training in the key practices included in the PEER-EBD at two 1-week-long intensive summer institutes (Table 3 summarizes the training topics covered).

Also in response to feedback from the staff, the district special education leadership team reorganized their roles, as well as the roles of other related service personnel to provide more consistent facilitation and program support to classroom staff. In this way effective practices at every level of the programs, including at the district level, were directly linked to the results of the PEER-EBD process. This sent a strong message to frontline staff, providing evidence that their concerns were heard and acted upon even at the level of district leadership. This in turn increased both buy-in from and motivation for frontline staff, all of which suggests that this



Table 3 CASCADIA SUMMER INSTITUTE PROFESSIONAL DEVELOPMENT TOPICS (2008–2010)

Effective social skills instruction Working effectively with groups Positive behavior interventions and effective behavior management Structure and predictability in the classroom	Meaningful collaboration skills Bringing FBA and BIPs to life Life Space Crisis Intervention (Long, Wood, & Fecser, 2001) Therapeutic Re-EDucation as a philosophical framework (Hobbs, 1960)
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process truly was a collective effort requiring change from everyone involved in the program. This collaborative process differs markedly from the typical approach to program improvement that is often handled via a top-down approach (with or without the more traditional external evaluation).

By the end of the first year of the project, program improvements were noted in these targeted areas as well as in the overall functioning of the specialized classrooms.

Well-structured team meetings as well as PLCs focused on relevant topics were scheduled on a consistent basis both within schools and across the district for staff in the programs, and ongoing professional development was provided based on the results of the PEER-EBD process. District administrators and classroom teams collected and reviewed consistent data across classrooms on an ongoing basis. *Figure 3* summarizes the activities and timelines in the project across all 3 years.

**The Pay Off:
Program Improvement Results**

PEER-EBD ratings. During each year of the project, staff reviewed the results of the PEER-EBD from both the classroom team and external reviewer’s perspectives. *Figure 4* shows this growth charted in the same format that results were shared with staff throughout the project.

There were some notable findings related to these results. First, steady growth across multiple practices in the PEER-EBD ratings were evident across the 3 years on these total scores, from the perspective of both the classroom teams and the external reviewers. The results indicated improving levels of implementation of the evidence-based practices, as well as an increased alignment between external reviewers’ ratings and team ratings. This suggests that

Figure 3 PROJECT TIMELINE AND KEY ACTIVITIES

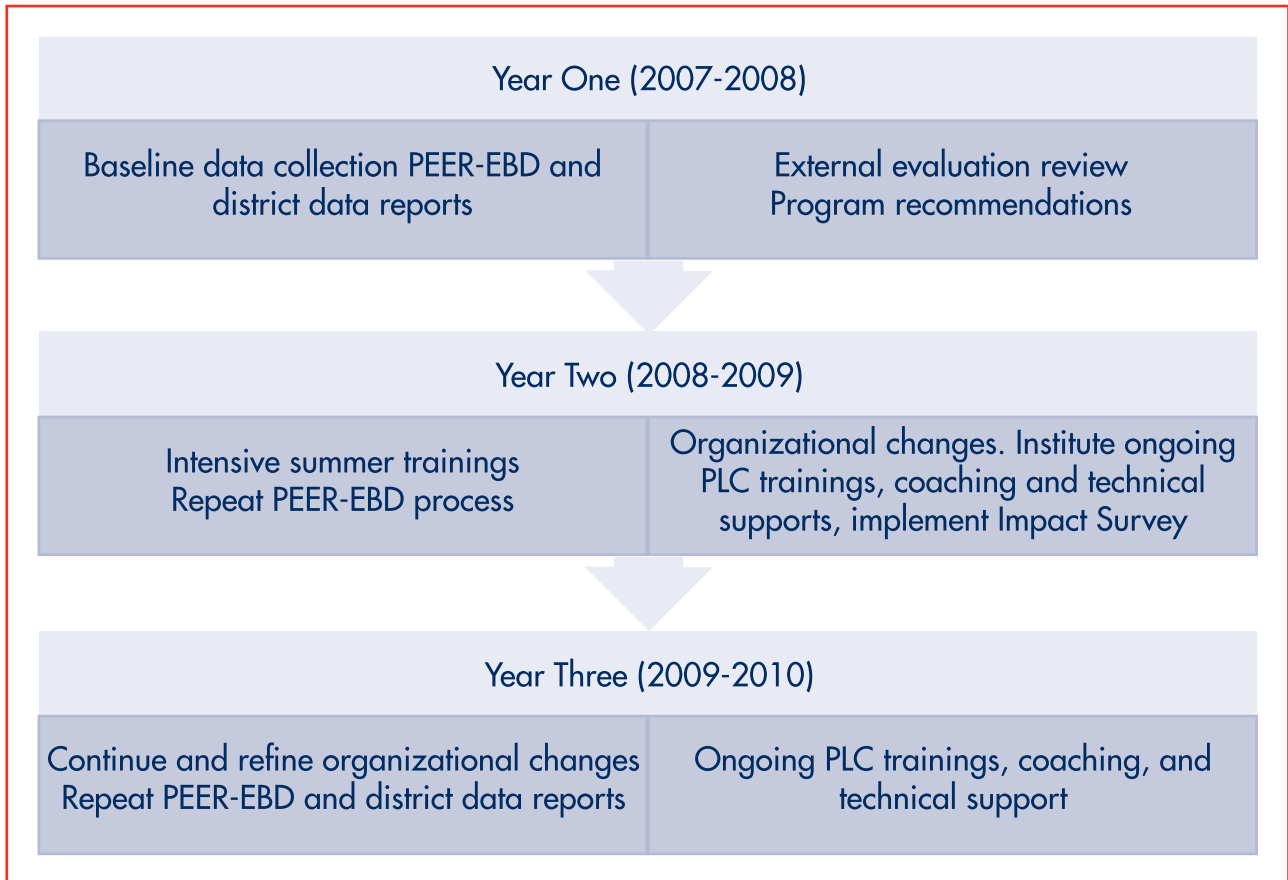
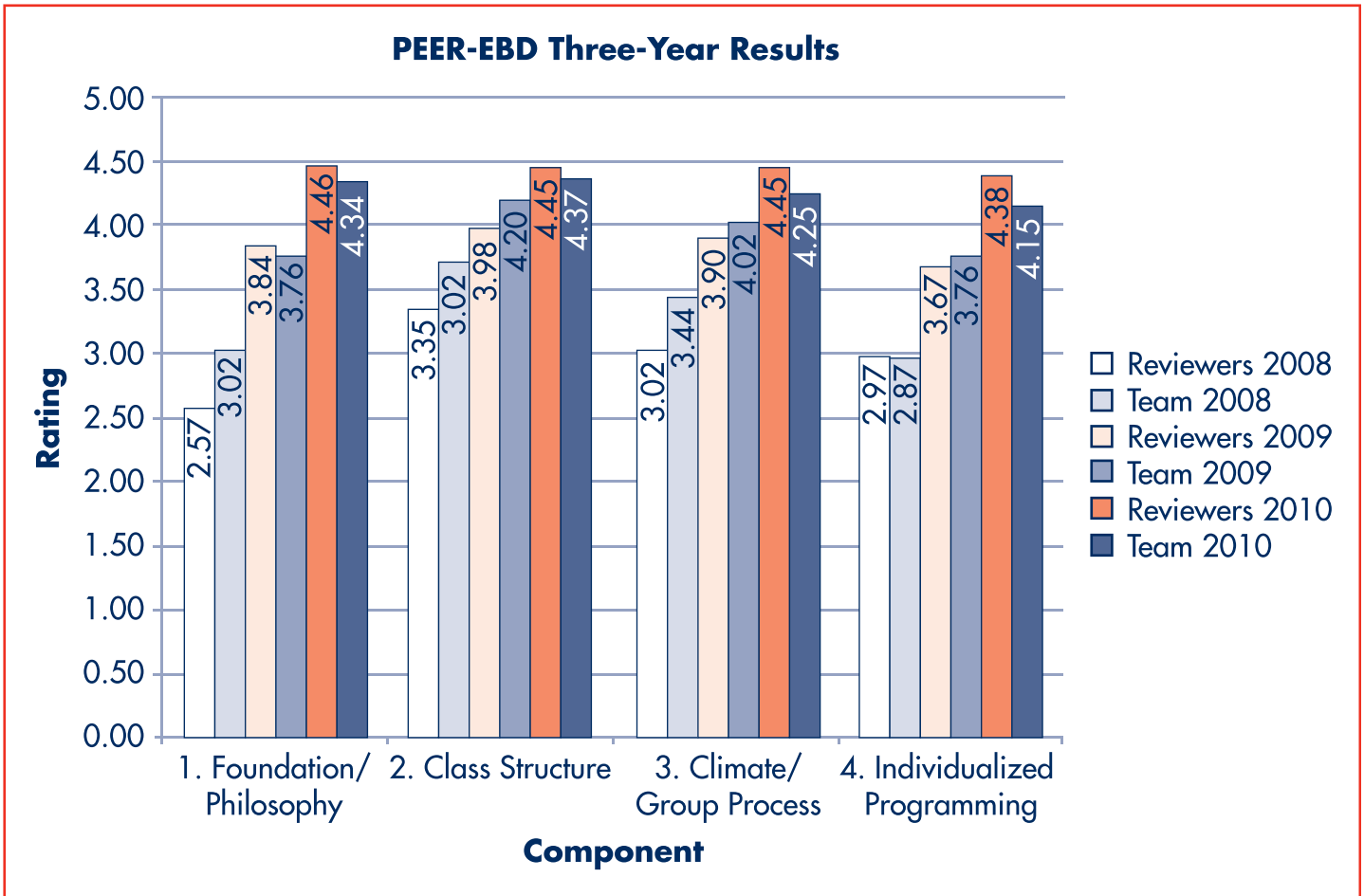


Figure 4 PEER-EBD COMPARATIVE COMPONENT MEAN RATINGS REVIEWER AND PROGRAM TEAMS, 2008–2010



as staff began to implement the evidence-based practices measured by the PEER-EBD with more consistency, they also began to better understand what the practices truly looked like in the context of their programs and that they were able to more accurately assess their own level of implementation over time.

Reductions in student discipline.

There were a number of other related outcomes as a result of this process as well. First, summary reports about student discipline were recorded at the school and district level and provided for state-level reporting (Clancy, 2011). These reports were used to determine changes in student discipline in the specialized programs during the PE process. Actions of students that would result in a suspension or expulsion as outlined in the Cascadia School Board Policy

typically included aggressive or unsafe behavior, harassment, or extreme disrespect for authority. District discipline records showed a 32% decrease in the number of total discipline incidents involving students in the specialized classrooms for students with EBD from the start of the PEER-EBD project in 2007, to the end of the project in 2010. Suspensions greater than 10 days decreased from 15% of the first year totals in 2007 to almost zero in 2010. This suggests that staff may have found that the strategies learned during the PE process helped them to adjust their programs to better meet a wider range of students' needs and to administer student discipline in more proactive and productive ways.

Decreases in requests for alternative education settings. Second, there was a

decrease in requests for alternative education settings over the course of the PE process, with an overall decrease of more than 50% from 2007, the beginning of the project, to its completion in 2010 (Clancy, 2011). This also suggests that the PE process and related professional development might have helped staff adjust their programs to better support students with more intensive needs. It also suggests that the PE process improved staff members' ability to respond more effectively to incidents related to student discipline. Additionally, a number of students in out-of-district placements, which are often very expensive for the district, were returned successfully to district programs during this same time frame.

Increases in staff retention. Third, the retention of teachers and related service program staff in these



programs increased from an average of 50% from 2006–2009 to approximately 96% to 100% from 2009–2011 (Clancy, 2011). When compared with the national average of 48% to 52% retention over a 3-year period (Billingsley, 2005; Cancio & Conderman, 2008), this suggests that program improvement efforts may have positively impacted the stability of teaching and related service staff throughout the programs. This improves program quality and consistency, and provides a significant cost and time savings to districts.

Increases in student graduation.

Finally, district summaries of student graduation rates during the PE process were examined for changes. Clancy (2011) found an increase in the high school graduation rates for students in the specialized programs, from no student graduations the year before the study began (2007) to a program graduation rate of 21.4% at the end of Year 3 of the PE process (2010), as reported in district graduation summaries. These outcomes suggest that the PE process may have helped staff learn strategies to provide more students with the assistance they needed to stay in school longer and to accumulate enough credits to graduate than in years prior to the process. Recent reports from leadership in the Cascadia special education program indicate that the graduation rate for students with EBD has continued to increase since the completion of the project, suggesting that changes to the program have been sustained since that time (N. Ritzman, personal communication, June 15, 2012).

Staff satisfaction with the process.

To determine their perspective on the overall PE process, all participating staff members were asked to complete an anonymous Program Impact Survey at the completion of program improvement activities to measure the social validity of the project. Thirteen questions and one open “comment” section were included in this survey, exploring six

Table 4 CASCADIA PROGRAM IMPACT SURVEY RESULTS (STAFF SURVEY)

Measure	Average	Agree or Strongly Agree Responses (%)
Classroom climate improved	4.12	86
Student behavior performance improved	4.02	90
Student academic performance improved	3.80	73
Team communication improved	3.85	79
Positive difference of district PLC meetings	3.83	74
Positive difference of program review process	3.95	76

Likert scale: 1= strongly disagree to 5 = strongly agree.

key areas. The survey asked staff to indicate their level of agreement related to the effect of the PE process on changes in their individual school programs and at the district level since the initiation of the PEER-EBD process in 2007. The survey used a Likert scale with 5 = *strongly agree* and 1 = *strongly disagree* (N = 102).

A summary of the results from this survey is found in Table 4. For all items, between 73% and 90% of staff either agreed (4) or strongly agreed (5) with the questions asked. There were no disagree or strongly disagree ratings in the responses. The strongest agreement ratings were about the items “Student Behavioral Performance Improved” (90%) and “Classroom Climate Improved” (86%), with an average score at or above 4 (mostly agree). The lowest agreement ratings were about “Student Academic Performance Improved” (73%) with an average rating of 3.80. Overall, the results of the survey suggest that staff were mostly in agreement that the PE process affected positive change in their classrooms and for their students.

In addition to the positive impact on ongoing program improvements and stability, these changes resulted in a significant cost savings to the district in new staff hiring, training, and supports. These savings, combined with changes realized from the improved student outcomes listed

above, more than offset the cost of the evaluation and related professional development, making this overall process a sound investment on the part of the district.

Toward Sustained Program Improvement

After reviewing the data at the completion of the 3-year PE project, the Cascadia special education leadership team determined that they were achieving their initial goals for the process. Observations within the programs indicated that staff were implementing the evidence-based practices measured on the PEER-EBD consistently. Program leaders then began exploring strategies to sustain the improvements that were less time and resource intensive than the full PEER-EBD process. The district special education leadership team, the classroom teams, and building administrators converted the key practices on the PEER-EBD and some broader compliance and program operations practices into a “walk-through” instructional observation and self-evaluation checklist that could be included in program and staff evaluations and used for ongoing self-reflection and team self-assessment. In addition to providing staff and administrators with clear prompts regarding expected practices, this system maintained the

participatory aspect of the initial project by asking all team members to reflect on and rate the implementation of the practices from their perspective with the external data provided by district and building administrators. This is an example of the kind of ongoing “learning organization” structure than can emerge from the PE process. The district special education leadership team has found that this ongoing process has helped the programs to sustain their improvements while providing them with an efficient tool to monitor and support classroom teams in the years since the completion of the in-depth PE process.

Although the overall staff retention rate remains high, the district has also remained committed to providing training in the evidence-based practices to new staff. By keeping these key practices alive in district evaluations and reflective self-assessments, including measures of program functioning, training, and PLC meetings, the district has been able to maintain or even improve on the outcomes related to the 3-year PE project (M. Meersman, personal communication, June 15, 2012). This suggests that when a district makes a deep commitment to a program improvement process over time and implements a PE in an ongoing, systemic way, program quality and student outcomes can be improved and sustained over time in a cost-effective manner.

This commitment to the PE process over time is an essential aspect of meaningful program improvement and sustained change. It took 3 years to fully put in place evidence-based practices across most Cascadia district programs before this system of maintenance could be put into place effectively. This time frame is consistent with the research on school improvement related to school-wide positive behavior interventions and supports (SWPBIS)

by Knoff (2002) as well as Sugai, Horner, and Gresham (2002), who have proposed that it takes 3 to 5 years for a school’s SWPBIS initiative to be fully realized. This time commitment is required because system change at this level emerges in stages and requires time for this process to unfold. The results from this district suggest that this same time frame applies to the improvement of specialized programs for students with EBD as well.

Yet it remains very difficult for districts and programs to sustain their commitment to such a process, despite the potential payoffs. Sustaining timelines for school improvement efforts is often one of the most difficult aspects of effective school reform (Walker & Cheney, 2012). This is because staff stability, leadership changes, and funding shifts compete for time, attention, energy, and resources of school staff. The results of the Cascadia project, in the context of the broader research on school improvement, suggests that the commitment of the district leadership to follow through with the 3-year process of improvement efforts and to invest fully in the recommendations gained throughout the PE (including structural changes, training, and systems support) is an important factor in attempting to implement this process in other programs.

Lessons Learned

This case study provides an overview of how the comprehensive PE process may assist practicing professionals in their efforts to evaluate and improve their classroom or district programs serving students with EBD. The PE process as structured in the PEER-EBD, implemented consistently, over time, appears to have empowered staff; increased their engagement, commitment, and retention; and supported the creation of more flexible, adaptive, effective, and creative program teams that can

improve outcomes for students with EBD in a cost-effective manner.

The results of this project suggest that improving programs for students with EBD is possible if a systematic plan of action is put in place over time by a committed school district, involving those who work daily in programs in the process, as part of a collaborative partnership for change and sustainable improvement. Additionally, using a tool such as the PEER-EBD to assess progress may also be a critical component of a successful program improvement process because it provides a structured process where the results are directly linked to a list of identified evidence-based practices and professional development in a progress monitoring approach. Finally, committed leadership that is willing to invest in the process and work with the results is essential.

Implementing these elements of an effective PE process may lead to sustainable, ongoing change, bridging even very persistent research-to-practice gaps for frontline staff, while providing a more stable scaffold to help teams build increasingly more effective practices. We can no longer look at decades of poor outcomes for our students with EBD and *hope* that research will translate into everyday practice. The results of this case study suggest that the participatory evaluation process provides an effective approach for program assessment and improvement that can be initiated at the classroom, program or district level to translate research into practice more effectively.

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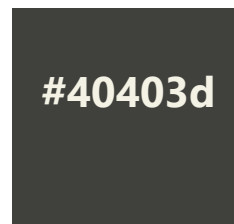
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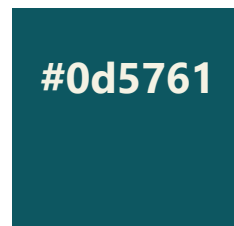
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