



Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

STANDARD CONTRACT
GMU-DR0709-25-03

This Contract entered on this 20th day of May, 2026 (Effective Date) by Evergreen Education Solutions, LLC, hereinafter called "Contractor" (located at 45 E. City Ave., Unit #830, Bala Cynwya, PA 19004) and George Mason University hereinafter called "George Mason," "Mason," or "University".

I. WITNESSETH that the Contractor and George Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. SCOPE OF CONTRACT: The Contractor shall provide investigative services, conduct hearings and appeals, and trainings as related to Civil Rights compliance and similar human resource employment concerns for the Office of Access, Compliance and Community ("OACC") of George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

In accordance with Virginia Code § 2.2-507, Contractor understands and agrees that under this Contract it is not permitted to provide legal advice, engage in the practice of law, or act in any legal representative capacity for George Mason University or the Commonwealth of Virginia, without a written appointment from the Virginia Office of the Attorney General in accordance with its own procurement procedures.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by George Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by George Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

George Mason may, upon written notice, terminate any individual Statement of Work ("SOW") issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

III. PERIOD OF CONTRACT: Two years from the Effective Date with four (4) successive two-year renewal options.

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges.

Evergreen Education Solutions, LLC	Pricing
Investigations	\$300/hour
Hearings	\$300/hour
Evergreen Education Solutions, LLC	Pricing
Training	
2-hour training	\$3,000
4-hour training	\$5,000
6-hour training	\$7,000
Customized Trainings	\$300/hour
Additional Services: Policy review and revision	\$300/hour
Additional Services: Advisory support on complex or high-risk matters	\$300/hour

Additional Services: Evaluation of reasonable accommodation requests	\$300/hour
Additional Services: Single-sex and race-based scholarships and programs	\$300/hour
Additional Services: Statutory agency compliance support	\$300/hour

If travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by George Mason. George Mason does not allow hourly rates to be invoiced for travel time.

V. CONTRACT ADMINISTRATION: Thomas Bluestein, Associate Vice President, OACC, Title IX and ADA Coordinator of the Office of Access, Compliance, and Community, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: Paymode-X, Net30. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in George Mason's Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Negotiation Responses dated March 18, 2026 (attached);
- D. RFP No. GMU-DR0709-25, in its entirety (attached);
- E. Contractor's proposal dated November 06, 2025 (attached).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, this Contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract during the contract period and for five (5) years after final payment. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In

addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.

I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of this Contract.
2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of this Contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
 Chief Procurement Officer
 George Mason University
 Purch1@gmu.edu

2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract. George Mason is prohibited from agreeing to pay other parties' collection fees or attorney's fees and shall not pay Contractor's attorney's fees unless they are awarded against George Mason by a court of competent jurisdiction in the Commonwealth of Virginia.
- M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Virginia State Corporation Commission (SCC) registration, and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with Contract terms and conditions, George Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:
 - a. notify George Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from George Mason’s Director of Export Controls.

The notification provided by the Contractor must include the name of the George Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to George Mason of any Munitions Item, it will reimburse George Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain George Mason’s written pre-authorization.
 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the George Mason point of contact to: export@gmu.edu .
- V. **FORCE MAJEURE:** George Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of George Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason. George Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.1 AA. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason University shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless George Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for George Mason will not be disclosed to any other person or entity without the written permission of George Mason.

Work Made for Hire. Contractor warrants to George Mason that George Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. NON-SOLICITATION / NON-COMPETE: George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. All University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.

GG. PAYMENT TO SUBCONTRACTORS: Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

HH. PUBLICATION OF CONTRACT DOCUMENTS: It is a statutory requirement for George Mason to utilize eVA (electronic Virginia), the Commonwealth of Virginia's agency-wide procurement online system. This Contract and related documents, including but not limited to purchase orders, invoices, proposals, scopes of work and pricing data are subject to publication and shall not be treated as confidential or require notification to any party prior to disclosure.

- II. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- JJ. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.
- KK. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for two-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract period. This Contract will not exceed ten (10) years in length.
1. Contract price(s) for the additional two-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- LL. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”
- MM. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason’s reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason’s request, provide George Mason with a copy of its response.
- If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason’s reasonable requests in connection with its response.
- NN. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- OO. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.
- PP. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- QQ. SWaM CERTIFICATION: Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 60 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

RR. TARIFF & DUTY FEES: In the event that any new tariffs, import duties, taxes, or other government-imposed fees or restrictions are enacted or increased after the Effective Date of this Contract, and such impositions materially impact the Contractor's cost of goods, materials, or services required to fulfill its obligations under this Contract, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor must provide written notice and reasonable documentation supporting the increase in costs due to such governmental actions. The documentation should demonstrate: (i) the unit price paid by Contractor as of the date of contract award or date of Purchase Order issuance (whichever comes earlier) for the good or raw material used to furnish the goods to the University under this Contract; (ii) the applicability of the tariff to the specific good or raw material being impacted; (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material); and (iv) the additional charges to the University reflect a simple pass-through expense with no markup. The evidence submitted shall be sufficient in detail and content to allow the University to verify that the tariff is the cause of the price change. The University, in its sole judgement, will determine whether to accept and pay for such additional charges.

SS. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of George Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by George Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of George Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify George Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by George Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for George Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

TT. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George Mason. Contractor will utilize,

store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.
3. George Mason reserves the right in its sole discretion to perform audits of Contractor, at George Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to George Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

UU. UNIVERSITY DATA UPON REQUEST, TERMINATION OR EXPIRATION: Upon request, termination or expiration of the Contract, Contractor will ensure that all University Data are securely provided, returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made. Transfer to George Mason or a third party designated by George Mason shall occur within a reasonable period of time, and without significant interruption in service. University Data must be provided in the requested format. If it is unreasonable to provide University Data in the requested format, Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of George Mason or its transferee, and to the extent technologically feasible, that George Mason will have reasonable access to University Data during the provision of the data or transition. In the event that George Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing George Mason access to Contractor's facilities to remove and destroy George Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to George Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to George Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on George Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

VV. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of George Mason are subject to George Mason's review and approval.

WW. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Evergreen Education Solutions, LLC

Signed by:

Beth Gellman-Beer

Signature ECB352460ABB47D...

Name: Beth Gellman-Beer

Title: Beth Gellman-Beer

Date: 5/20/2026

George Mason University

DocuSigned by:

 *Clifford Shore*

Signature ETDA89EA373640A...

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 5/20/2026

**Data Security Addendum for inclusion in GMU-DR0709-25-03 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Evergreen Education Solutions, LLC. (“Selected Firm/Vendor”) as of the Effective Date (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties’ Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- d. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **“Security Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

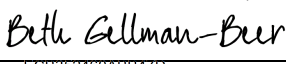
- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

Evergreen Education Solutions, LLC


Signature _____
ECB352460ABB47D...

Name: Beth Gellman-Beer

Title: Beth Gellman-Beer

Date: 5/20/2026

George Mason University


Signature _____
ETDA89EA373640A...

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 5/20/2026



Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

March 18, 2026

Beth Gellman-Beer
 Partner – beth@evergreenllc.education
 Evergreen Education Solutions, LLC
 45 E City Ave., Unit #830
 Bala Cynwya, PA 19004

SUBJECT: Negotiations for RFP GMU-DR0709-25 Civil Rights Compliance Investigations Services

Dear Beth Gellman-Beer:

We have reached the point in the evaluation process where we are ready to start negotiations/clarifications as provided for in Section XIII, B of the subject RFP. Therefore, we would appreciate your response to the following statements and questions, by responding within this document and maintaining the Word formatting. A response is requested no later than Thursday, March 23, 2026 by 2PM EST.

1. George Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. We would like to request, if practicable, that your firm provide more granular pricing at a reduced rate for related services (in addition to Investigations and Hearings) including support tasks like review of reports, documents etc. (work product that goes through an internal quality control/sufficiency review) and training services. Are there any additional financial or value-added incentives for George Mason that can be provided by your organization? Please complete the chart below. We also request that you provide your most competitive rates for all categories/services at this time. Please note that this contract will be open for cooperative procurements, meaning that other state agencies, public institutions, etc. can utilize/ride the resulting contract potentially resulting in more engagements for your firm.

Evergreen Education Solutions, LLC	Proposed Pricing	Reduced Hourly Rate
Investigations	\$350/hour	\$300/hour
Hearings	\$350/hour	\$300/hour
Evergreen Education Solutions, LLC	Proposed Pricing	
Training		
	2-hour training	\$3,000
	4-hour training	\$5,000
	6-hour training	\$7,000

Evergreen Education Solutions LLC Response:

Evergreen's service model is intentionally designed to ensure that all investigations, hearings, and related work are conducted exclusively and individually by our partners, Beth Gellman-Beer and Amy Niedzalkoski, who

are both former senior leaders at the U.S. Department of Education's Office for Civil Rights (OCR). As a result, we do not delegate investigative or adjudicative tasks to junior staff. This model ensures that all work product, including investigative reports and determinations, reflects senior-level legal judgment, undergoes rigorous internal quality control review, and is legally sound and defensible, for the same hourly price. At times, we seek input and review from the other partner, to further ensure rigorous internal quality control; however, we do not charge our clients for this secondary level of review, when needed.

A significant value-added component of Evergreen's services is our structure as a two-partner boutique firm, which allows us to provide a high level of individualized attention and responsiveness to each matter. Unlike larger firms where work may be distributed across multiple staff with varying levels of experience, Evergreen ensures continuity, accountability, and direct partner engagement throughout every phase of a case. This approach allows us to tailor our work to the University's specific needs, provide consistent communication, and deliver thoughtful, high-quality, individualized work product on a timely basis. Because of our decades of experience at OCR, we are able to provide these services efficiently and expediently, without wasting resources on research and internal levels of review.

In response to the University's request for greater pricing granularity, while our core investigative and hearing services remain partner-led, Evergreen is able to apply a reduced rate of \$300/hour for George Mason University and any entities utilizing this contract through cooperative procurement. This reduced rate will also apply to related services, including document review, report quality assurance/sufficiency review, and other advisory support.

In addition to investigations and hearings, Evergreen provides a broad range of value-added services at the same reduced hourly rate, including:

- **Policy review and revision:** The Evergreen partners have extensive experience in reviewing policies and procedures for sufficiency under the relevant statutes, including policies addressing discrimination and harassment under Title IX, Title VI, Section 504, Title II and the Age Discrimination Act; time, place, and manner restrictions; and academic freedom, and freedom of speech, ensuring alignment with current OCR guidance and federal requirements
- **Advisory support on complex or high-risk matters:** The Evergreen partners can provide timely support in complex, high profile or high-risk matters, including real-time consultation during active cases. We also have extensive experience in training and developing investigators and can provide support to investigative team members in complex, high profile or high-risk matters.
- **Evaluation of reasonable accommodation requests:** The Evergreen partners currently provide support to a large public school district in evaluating reasonable accommodation requests, including disability, religious, and pregnancy/parenting accommodations. We can provide this same service to the University.
- **Single-sex and race-based scholarships and programs:** The Evergreen partners have extensive experience in evaluating single-sex and race-based scholarships and programs for compliance under Title IX, Title VI and current OCR guidance.
- **Statutory agency compliance support:** The Evergreen partners can provide support to the University in responding to statutory agency complaints, including OCR, the U.S. Department of Justice and the EEOC.
- **Training:** Evergreen also offers customized training services informed by decades of federal enforcement experience and national-level training delivery. Our trainings are practical, legally grounded, and tailored to institutional needs, and we would be pleased to offer George Mason University this service at the rates detailed in the chart, above.

George Mason's Response: This negotiation point has been finalized.

2. Confirm you acknowledge and accept that if travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by George Mason. George Mason does not allow hourly rates to be invoiced for travel time.



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

Evergreen Education Solutions LLC Response: We confirm and accept that if travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. We further confirm and accept that all rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. We further confirm and accept that all travel must be pre-approved by George Mason. George Mason does not allow hourly rates to be invoiced for travel time.

George Mason's Response: This negotiation point has been finalized.

3. Will Evergreen Education Solutions LLC agree to meet with George Mason, virtually, before the start of each case to ensure you can meet George Mason's specific needs in managing the case? Please confirm that your organization can participate in such meetings at no additional cost to George Mason.

Evergreen Education Solutions LLC Response: This is our normal practice, so, yes, we will meet with George Mason University staff before the start of each assigned case, to ensure that we understand the parameters of the case investigation and/or hearing, at no additional cost to the University. We also maintain regular communication with our clients during each phase of the investigation and/or hearing, including through the provision of weekly case updates.

George Mason's Response: This negotiation point has been finalized.

4. Can your organization ensure that any questions and/or materials that will be used in the case are sent to George Mason in advance for review and approval?

Evergreen Education Solutions LLC Response: This is our normal practice, so, yes, we will ensure that any questions and/or materials that will be used in the case are sent to George Mason University in advance for review and approval.

George Mason's Response: This negotiation point has been finalized.

5. As a contractor of George Mason University, you are expected to abide by University policies, including Policies 1201 and 1202 (<https://universitypolicy.gmu.edu/all-policies/>), which requires individuals who become aware of possible Prohibited Title IX Conduct or Prohibited Discrimination to file a report with the Title IX/George Mason EO offices on campus. Please confirm your organization can provide responsive reporting of prohibited conduct within a 72-hour period of discovery.

Evergreen Education Solutions LLC Response: We confirm that we will provide responsive reporting of prohibited conduct pursuant to relevant University policy within a 72-hour period of discovery.

George Mason's Response: This negotiation point has been finalized.

6. Confirm you acknowledge and accept that out-of-pocket expenses must be pre-approved by George Mason and invoiced on a reimbursement basis, at cost. There will be no reimbursement for administrative costs including but not limited to, faxing, office supplies, phone, etc.

Evergreen Education Solutions LLC Response: We confirm and acknowledge and accept that out-of-pocket expenses must be pre-approved by George Mason and invoiced on a reimbursement basis, at cost. There will be no reimbursement for administrative costs including but not limited to, faxing, office supplies, phone, etc.

George Mason's Response: This negotiation point has been finalized.

7. Offeror acknowledges and agrees to safeguard all University information (including confidential, restricted, and regulated data) whether shared orally, in writing, or electronically, and to comply with all confidentiality, privacy, and information security requirements stated herein and in the resulting contract.

Evergreen Education Solutions LLC Response: We confirm and acknowledge and agree to safeguard all University information (including confidential, restricted, and regulated data) whether shared orally, in writing, or electronically, and to comply with all confidentiality, privacy, and information security requirements stated herein and in the resulting contract.

George Mason's Response: This negotiation point has been finalized.

8. If there are any risks associated with an investigation or assessment, will Evergreen Education Solutions LLC agree to communicate these risks to George Mason in writing within 24 hours of discovery?

Evergreen Education Solutions LLC Response: We agree to communicate any risks associated with an investigation or assessment to the University in writing within 24 hours of discovery.

George Mason's Response: This negotiation point has been finalized.

9. If awarded a contract, does your organization acknowledge, agree, and understand George Mason University cannot guarantee a minimum amount of business?

Evergreen Education Solutions LLC Response: We acknowledge, agree and understand that, if awarded a contract, the University cannot guarantee a minimum amount of business.

George Mason's Response: This negotiation point has been finalized.

10. Confirm you will not add additional terms and conditions to any scope/statement of work (SOW), quote, or proposal issued to George Mason. George Mason should not be required to sign a separate SOW, quote, or proposal and each shall be limited to an outline or description of the work to be performed under each specific engagement. George Mason's issuance of a Purchase Order is considered confirmation of the engagement. All engagements issued under this agreement shall be governed by the negotiated terms of Contract GMU-DR0709-25.

Evergreen Education Solutions LLC Response: We confirm that we will not add additional terms and conditions to any scope/statement of work (SOW), quote, or proposal issued to the University, and that the University should not be required to sign a separate SOW, quote, or proposal and each shall be limited to an outline or description of the work to be performed under each specific engagement. We also confirm that the University's issuance of a Purchase Order is considered confirmation of the engagement and that all engagements issued under this agreement shall be governed by the negotiated terms of Contract GMU-DR0709-25.

George Mason's Response: This negotiation point has been finalized.

Please advise if you have any questions or need clarification before responding.

Regards,



Davena Reynolds, MBA, VCO, VCCO
Senior Buyer
dreyno3@gmu.edu



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS
GMU-DR0709-25

ISSUE DATE: October 14, 2025

TITLE: Civil Rights Compliance Investigation Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director, Strategic Sourcing

QUESTIONS/INQUIRIES: Submit all inquiries through [George Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 21, 2025. **All questions must be submitted through George Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on October 23, 2025.

PROPOSAL DUE DATE AND TIME: November 11, 2025 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. George Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

SWaM Certified: Yes: _____ No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

☐ **Option 1: Full Acceptance:**

1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have no proposed changes.
3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason.

☐ **Option 2: Proposed Exceptions and/or Additional Documents Submitted:**

1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

OFFEROR PROPOSAL SUBMISSION CHECKLIST

Offerors responding to this RFP should use this checklist to ensure all requested documents are completed and submitted with their proposal.

- ☐ RFP Cover Page, accurately filled in and signed with checked off box confirming your proposal contains any exceptions to George Mason's Standard Contract and all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract.
- ☐ All addenda, if any were issued and a signature line is included.
- ☐ Attachment A - Small Business Subcontracting Plan. This is a requirement for all Offerors.
- ☐ Exceptions (if any) to George Mason's Standard Contract.
- ☐ Any Statements of Work or supplemental document(s) George Mason may be required to sign or that could potentially be incorporated into a final contract or apply during the term of a resulting contract.
- ☐ Any agreement that George Mason would be required to sign with a third party.
- ☐ State your payment preference as required in Bonfire. Only select one payment option.
- ☐ If your proposal contains proprietary information, you must submit a second copy in accordance with Section XII.A.1. General Requirements and Section XII.A.2.d. that outlines the specific submission format.

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- I. PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish contracts through competitive negotiations with one or more qualified vendors to provide investigative services, conduct hearings and appeals, and trainings as related to Civil Rights compliance and similar human resource employment concerns for the Office of Access, Compliance and Community (“OACC”) of George Mason University. George Mason University (herein after referred to as “George Mason,” or “University”) is a public institution of higher education and agency of the Commonwealth of Virginia.

It is the University’s intention to award multiple contracts under this solicitation however, it is at our sole and absolute discretion how many contracts are awarded. There is no minimum or maximum number of awards guaranteed under this solicitation.

Note 1: The Office of Access, Compliance, and Community (OACC) will serve as the primary user of the resulting contracts. Other George Mason departments may access and utilize these contracts at their discretion. All work performed under the contracts must be approved by the designated Contract Administrator.

Note 2: Mason currently holds contracts with several vendors providing similar services. Vendors with existing contracts must respond to this RFP to be considered.

- II. PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of George Mason.
- IV. FINAL CONTRACT:** ATTACHMENT B to this solicitation is George Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of George Mason’s standard two-party contract and George Mason’s General Terms and Conditions as outlined in Attachment B – Standard Contract. Any exceptions to our standard contract and General Terms and Conditions must be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and George Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education and agency of the Commonwealth of Virginia, George Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.
- H. Non-compete or non-solicitation clauses.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment B – Standard Contract, Statements of Work (“SOW”) for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW’s must be on a form approved by George Mason prior to the start of the contract.

In addition to the above note, the Offeror must submit with their proposal any agreement that George Mason would be required to sign with a third party.

- V. ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
 - VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and George Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>
 - VIII. SMALL BUSINESS SUBCONTRACTING PLAN:** All potential offerors are required to fill out and submit Attachments A with their proposal.
- Note: Invoices shall only be submitted to George Mason by the entity awarded a contract. Subcontractors cannot submit invoices to George Mason under any resulting contract.
- IX. PERIOD OF PERFORMANCE:** Two (2) years from Effective Date of contract with four (4) successive two-year renewal options (or as negotiated).
 - X. BACKGROUND:** George Mason University utilizes external hearing and appeal officers to ensure impartial and independent evaluations of civil rights cases. Additionally, external investigators may be engaged when internal resources are at capacity. The resulting contract from this solicitation will be used on an as-needed basis, with no guaranteed spend. During the previous contract term, Mason paid approximately \$2.68 million for all contracted services. For reference, prior contract documents are available in Mason's contract portal at <https://gmu.cobblestone.software/public/default.aspx>, under the categories "Sexual Misconduct/Title IX Hearing Services" and "Title VII, IX, and ADA Investigation Services."
 - XI. STATEMENT OF NEEDS:** The Office of Access, Compliance, and Community, ("OACC") seeks contractors to provide investigative services, hearing and appeal officer support, and related trainings pertaining to industry changes and requirements. Training services are requested on an as-needed basis. The contractor should demonstrate expertise in higher education administration and possess experience handling cases involving Title VI, Title VII, Title IX, and ADA compliance. Services may include conducting internal investigations at the discretion of the university, initiating inquiries promptly, interviewing involved parties, and delivering comprehensive investigative reports in a timely manner. All George Mason University Policies can be found here: <https://universitypolicy.gmu.edu/all-policies/>.

External Investigator

The role of external investigator supplements OACC's team of investigators by completing timely, neutral, and fair investigations under University Policies 1201, 1202, 1204, and other related policies. This includes investigations related to allegations of violations of Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, other university policies, and Virginia Department of Human Resource Management policy 2.35 ("Civility in the Workplace") <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policy-2-35-civility-in-the-workplace-policy.pdf>. Investigators will be expected to:

- Communicate with parties on behalf of the University to schedule interviews, meetings, etc.;
- Collect and document evidence throughout the investigation;
- Summarize and deliver interview summaries for parties and witnesses in a timely manner;
- Provide fair, neutral, and unbiased services throughout the investigation;
- Employ a trauma-informed perspective when working with parties and witnesses during the process;
- Prepare evidence review packets and final investigative reports;
- In certain situations, complete an analysis and/or discussion section, determining if University policy/law has been violated or not;
- Apply the same process and procedure as internal investigators by collaborating with various members of OACC.
- Provide investigations in line with established policies and procedures for partner offices, including Employee Relations, for cases involving possible employee misconduct, civility, etc.

Hearing Officer

The role of hearing and appeals officers are to conduct neutral and fair administrative hearings and reviews of investigations should a party (parties) appeal a determination(s). This includes hearings and appeals related to allegations of violations of Title IX of the Education Amendments of 1972. Hearing officers and appeal officers should also have experience overseeing hearings and appeals related to alleged violations of Title VI and VII of the Civil Rights Act of 1964. Hearing officers and appeal officers should expect to:

- Work with the Office of Access, Compliance, and Community's designee on scheduling and following established timelines for completing hearings and appeals;
- Prepare for hearings by reviewing the entire investigative record and/or investigative file materials in advance of the hearing/appeal;
- Ensure that all parties have a fair opportunity to participate in the proceedings;
- Conduct hearings by convening and running them using a University-provided script. Conducting hearings includes questioning investigators, parties, and witnesses, and overseeing cross-examination, in line with the current federal Title IX Regulation;
- Make question by question determinations as to whether questions are relevant to the allegations contained in the cases' notice of investigation;
- Determine the credibility and relevance of information submitted before and during the hearing;
- Make findings based on a pre-determined standard of review (responsible v. not responsible);
- Complete post-hearing paperwork as required;
- Employ a trauma-informed perspective when working with parties and witnesses during the process;
- Conduct appeals in line with current University policy and procedure, including making determinations to uphold a determination or remand with instructions to the University for resolving the issue(s) on appeal.

Additional Services/Training

Finally, OACC seeks a contractor who can provide additional services, beyond those described above, including training on a variety of civil rights and employment-related issues, and providing informal resolution services to resolve complaints of violations of Title IX and/or Titles VI and VIII. These Training Services are secondary to the Investigative Services listed above and the training sessions will only be necessary for Mason new hires, any updates or changes to the industry, or if required by law. The contractor should expect to:

- Work with the Office of Access, Compliance, and Community's designee on scheduling and following established timelines for completing informal resolutions;
- Work with OACC and various partner offices, including Employee Relations, to deliver high-level, current, and relevant training related to compliance matters, including but not limited to: Title IX investigations, hearing officer training, advisor training, workplace investigations training, and civility in the workplace training.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to George Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see 2.d. below for details on how to

submit a redacted proposal). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

- a. Pricing or any calculation used to determine pricing;
- b. A notation or footer on the bottom of every page with "proprietary and confidential;"
- c. Entire contents of company history or executive summary;
- d. A case study, social media post, or billboard already available to the public;
- e. Name of company or firm listed as a reference;
- f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. George Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. George Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to George Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>
- h. All communication with Offerors will take place in Bonfire, to include negotiations. George Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content. Proposal submissions must not exceed 15-20 pages, excluding resumes and work samples.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. A statement simply noting "trade secret" is not a sufficient reason for redaction. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to George Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

George Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of George Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow George Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal. Proposals should be 11-point or larger and should not exceed 20 pages in length, excluding the procedural information, executive summary, and resumes.

1. Procedural information:
 - a. Return signed cover page and all addenda, if any, signed and completed as required.
 - b. Return Attachment A - Small Business Subcontracting Plan.
 - c. Exceptions (if any) to George Mason's two-party contract, Attachment B.
 - d. Any SOW or supplemental document George Mason may be required to sign. See section IV. Final Contract
 - e. State your payment preference as required in Bonfire. (See section XIV.)
 - f. Answer the below questions with your proposal submission through Bonfire, as required.
 - o Are you and/or your subcontractor currently involved in litigation with any party?
 - o Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - o Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - o In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.
2. Executive Summary: Submit an executive summary at the beginning of the proposal response not to exceed 2 pages.

3. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company, including number of years of experience providing these services.
 - b. Names, qualifications and experience of key personnel to be assigned to work with George Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
4. **Specific Plan (Methodology):** Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. What, when and how services will be performed.
 - b. Your approach to providing the services described herein including the following:
 - o Demonstrated knowledge of Title IX and/or Title VI and VIII (and other applicable) regulations including Virginia law.
 - o Demonstrated knowledge of trauma informed interview techniques.
 - o Demonstrated ability to provide a fair, unbiased, and neutral findings.
 - o Demonstrated ability to assess data (including reports, documents, images, witnesses, etc.) for relevancy and creditability.
 - o Demonstrated training or consulting work that have been provided by the vendor to higher education institutions and/or professionals relevant to sexual misconduct practices.
 - c. Your methodology for objective case review and methods for conducting comprehensive investigations.
 - d. Methodology for conducting investigations in a professional and confidential manner.
 - e. Communication plan with the department.
 - f. Methodology for maintaining confidentiality of all documents and information.
 - g. Methodology for working with OACC to establish case parameters and specific investigation plans.
 - h. Any other methods to execute the required services listed in the scope of work.
5. **Proposed Pricing:**
 - a. Offerors shall provide hourly rates for all labor categories (investigators, hearing officers, or other associated personnel) who may perform services described herein, with clearly specified titles and roles and any other fees or costs for services described herein, using the format below. Any additional fees not specifically contemplated in this RFP must be included in your proposal. Mason will not accept undisclosed fees that are added to invoices.

Rates must include travel-related expenses if Offeror is traveling within a 50-mile radius of George Mason's Fairfax campus. If the Offeror is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be paid on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. Additional hourly rates for travel will not be considered.

- b. Provide a sample invoice for your services. Mason has provided an Example Invoice as Attachment C – Sample Invoice Format showing an acceptable breakdown for an example project for a consulting engagement. At a minimum, contractors are required to provide a breakdown of the hours worked, the rate, all fees, and the total per engagement/project or per day for these services.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

- A. **INITIAL EVALUATION CRITERIA:** Proposals shall be initially evaluated and ranked using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products/services offered and suitability for the intended purpose	25

2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:		100

- B. **AWARD:** Following the initial scoring by the evaluation committee, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted George Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, George Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should George Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. George Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

- XIV. CONTRACT ADMINISTRATION:** Upon award of the contract, George Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

Option #1- Payment to be mailed in 10 days-George Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. To sign up for electronic payments, please contact the Paymode-X Enrollment Team at 1-800-331-0974 or email enrollment@paymode-x.com. The enrollment team can assist you with any questions about the enrollment process and setting up the membership.

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, George Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in George Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in George Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. George Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF GEORGE MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official George Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, George Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. George Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: George Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to George Mason all such information and data for this purpose as may be requested. George Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. George Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy George Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* George Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: George Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVII. RFP SCHEDULE (Subject to Change): Go to George Mason's Bonfire Portal for all updates and schedule changes. The

schedule notated below is tentative and subject to change. Note that all Addendums, Question and Answers, and any other documentation or RFP updates will be posted and made available in Bonfire: <https://gmu.bonfirehub.com>

In the event of a conflict between the dates listed in this RFP and in Bonfire, the dates listed in Bonfire shall take precedence.

RFP Schedule (Subject to Change)	
Issue Date	October 14, 2025
Contractor Questions Due	October 21, 2025 by 4:00PM ET
George Mason University Response to Contractor Questions	October 23, 2025 by 5:00PM ET
Proposal Submission Deadline (Bonfire ONLY)	November 11, 2025 by 2:00PM ET
Committee Evaluation	November 14, 2025 - December 03, 2025
Oral Presentations (If Requested)	Week of January 12, 2026
Finalist Negotiations	January 19, 2026 – January 30, 2026
Notice of Award	February 06, 2026
Contract Start Deadline	TBD

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.

B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSB Cert #: _____
 Contact Name: _____ SBSB Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____ SBSB Cert #: _____
 Contact Name: _____ SBSB Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

ATTACHMENT B – STANDARD CONTRACT

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2025 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “George Mason,” “University”.

I. WITNESSETH that the Contractor and George Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. SCOPE OF CONTRACT: The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by George Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by George Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

George Mason may, upon written notice, terminate any individual Statement of Work (“SOW”) issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

III. PERIOD OF CONTRACT: Two years from the Effective Date with four (4) successive two-year renewal options. *(or as negotiated)*

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges.

Negotiated price schedule will be inserted here.

V. CONTRACT ADMINISTRATION: _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a George Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 *(or as selected in Payment Terms / Method of Payment)*, after receipt of invoice in the accounts payable email inbox.

VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

- A. This signed form;
- B. Data Security Addendum dated XXXX (attached);
- C. Negotiation Response(s) dated XXXXX (attached);
- D. RFP No. GMU-XXXX-XX, in its entirety (attached);
- E. Contractor’s proposal dated XXXXXX (attached);

F. Contractor's Statement of Work template (attached).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, this Contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing this Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. **ANTI-DISCRIMINATION:** By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000,

so that the provisions will be binding upon each subcontractor or Contractor.

- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor

shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia

Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, George Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason may have.

S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify George Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from George Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the George Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to George Mason of any Munitions Item, it will reimburse George Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain George Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the George Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** George Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of George Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of George Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason. George Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.1 AA. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless George Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for George Mason will not be disclosed to any other person or entity without the written permission of George Mason.
 2. Work Made for Hire. Contractor warrants to George Mason that George Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
- GG. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization

in writing no later than ten (10) days in advance of the use date.

- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed ten (10) years in length.
1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason’s reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason’s request, provide George Mason with a copy of its response.
- If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason’s reasonable requests in connection with its response.
- LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and George Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of George Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by George Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of George Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify George Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by George Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for George Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.

3. George Mason reserves the right in its sole discretion to perform audits of Contactor, at George Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to George Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made. Transfer to George Mason or a third party designated by George Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of George Mason or its transferee, and to the extent technologically feasible, that George Mason will have reasonable access to University Data during the transition. In the event that George Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing George Mason access to Contractor’s facilities to remove and destroy George Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to George Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to George Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on George Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of George Mason are subject to George Mason’s review and approval.

TT. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Data Security Addendum for inclusion in GMU-DR0709-25 with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor ("Selected Firm/Vendor") as of the Effective Date (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University's Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **"Protected Data"** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. 'Protected Data' includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
- d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

Selected Firm/Vendor

George Mason University

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

ATTACHMENT C: SAMPLE INVOICE FORMAT

SAMPLE INVOICE

Company Name

1. Street Address
City, ST ZIP Code
Phone: Fax:

3. INVOICE #:15454

4. 3/31/2025

5. PURCHASE ORDER #: PO05156064

BILL TO:

2. George Mason University
Attn: Accounts Payable
4400 University Dr.
4200 Merten Hall, MSN 3C1
Fairfax, VA 22030
Email: acctpay@gmu.edu

Invoices must contain ALL of the following in order to be processed:

1. Remit to payment address
2. Mason as the party to be billed
3. The vendor supplied invoice number
4. The date of service and/or shipment
5. The purchase order number (**starts with PO**)
6. Description of goods or services

Hours listed in increments of 15 minutes. For example: 15 minutes = 0.25 hours

Project Title:	Example: Case Number 123456			
Date of Service	Description of Activities	Hours	Rate	Total
1/1/20XX	Initial meeting to review details	4.5	\$200.00	\$900.00
1/2/20XX	Identify main issues -write scope	2.25	\$150.00	\$337.50
1/7/20XX	Evaluate for solutions	3.75	\$250.00	\$937.50
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total due: _____

Other Comments/Contact Information



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS
GMU-DR0709-25

ISSUE DATE: October 14, 2025

TITLE: Civil Rights Compliance Investigation Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director, Strategic Sourcing

QUESTIONS/INQUIRIES: Submit all inquiries through [George Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 21, 2025. **All questions must be submitted through George Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on October 23, 2025.

PROPOSAL DUE DATE AND TIME: November 11, 2025 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. George Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: Evergreen Education Solutions, LLC

Date: 11-6-25

DBA: Evergreen Education Solutions, LLC

Address: 45 E City Avenue, Unit #830

Bala Cynwyd, PA 19004

By:

Signature

FEI/FIN No. 33-4425237

Name: Beth Gellman-Beer

Fax No. N/A

Title: Partner

Email: beth@evergreenllc.education

Telephone No. 267-266-0418

SWaM Certified: Yes: _____ No: X (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

☒ **Option 1: Full Acceptance:**

1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have no proposed changes.
3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason.

☐ **Option 2: Proposed Exceptions and/or Additional Documents Submitted:**

1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.



45 E City Ave
Unit 830
Bala Cynwd, PA 19004
 www.evergreenllc.education

Proposal for Services

Civil Rights Compliance Investigation Services
George Mason University
GMU-DR0709-25

Beth Gellman-Beer, Esq.
 beth@evergreenllc.education
 (267) 266-0418



Amy Niedzalkoski, Esq.
 amy@evergreenllc.education
 (215) 888-6839

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7. Addenda:	
• Sample Invoice	Exhibit A
• Attachment A	Exhibit B
• Resumés	Exhibit C
• Sample Investigative Reports	Exhibit D

1. Procedural Information

- a. Signed cover page attached.
- b. **Attachment A** attached.
- c. **Attachment B** is **not** included as no exceptions are being proposed to the two-party contract.
- d. No applicable SOW or supplemental document for George Mason University to sign.
- e. Payment preference **Option 3 – Paymode-X (Net 30)**.
- f. Questions answered below:
 - Are you and/or your subcontractor currently involved in litigation with any party?
No.
 - Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc) related to your firm or any subcontractor in the last three years: **None applicable.**
 - Please list all lawsuits that involved your firm or any subcontractor in the last three years: **None applicable.**
 - In the past ten (10) years has your firm's name changed? **No.**

2. Executive Summary

Submit an executive summary at the beginning of the proposal response not to exceed 2 pages

It is our pleasure to submit this proposal in response to RFP GMU-DR0709-25, Civil Rights Compliance Investigation Services.

Evergreen Education Solutions, LLC (Evergreen) is a women-owned education consulting firm founded in April 2025 by Beth Gellman-Beer, Esq., and Amy Niedzalkoski, Esq., both of whom served as senior leaders with the U.S. Department of Education's Office for Civil Rights (OCR) in Philadelphia.

Together, we bring nearly 40 years of combined federal leadership experience in civil rights enforcement. Ms. Gellman-Beer most recently served as Regional Director, and Ms. Niedzalkoski served as the Chief Attorney at OCR Philadelphia. In these roles, we directed high-profile investigations across all federal non-discrimination statutes, oversaw a docket of more than 1,000 complaints, and led a team of approximately 40 attorneys and investigators. We also received annual specialized training directly from the U.S. Department of Education and were regularly called upon to deliver national, internal training, and external training to educational institutions addressing all education related non-discrimination laws.

In April 2025, we founded Evergreen Education Solutions, where we apply our decades of experience and expertise to provide school clients with thorough, timely, and impartial investigations under every non-discrimination law, addressing both student and employee complaints. In this new role, we have also delivered various trainings addressing disability and harassment laws to several schools, non-profit organizations and national organizations such as ATIXA and NSAA. We are nationally recognized for our expertise in all areas of education law, and are frequently asked to provide contributions to news media, including Inside Higher Education, USA Today, the Forward, the Chronicle of Higher Education and the 74.

We understand George Mason University's need for impartial, skilled providers to provide investigative services, hearing and appeal officer support, and training services. Evergreen specializes in providing these services under all of the relevant non-discrimination laws, including Title IX, Title VI, Title VII and the ADA. We are uniquely positioned to meet the University's needs, having directed compliance activities across various post-secondary institutions, addressing all jurisdictional areas of discrimination, including those covered by this RFP. Our approach combines federal-level expertise, practical campus sensitivity, and a proven record of fairness and compliance.

Although Evergreen is a boutique consulting firm, we bring comprehensive experience managing complex, time-sensitive matters, while providing the added benefit of highly individualized, responsive service. We have been trained in trauma-informed practices, and have deep experience in working with individuals from all backgrounds on sensitive matters, including students, staff, faculty, administrators and senior leaders.

Although Evergreen is a women-owned consulting firm, we are not yet SWaM certified. If selected, Evergreen will immediately initiate the certification process.

We welcome the opportunity to partner with you and look forward to discussing our proposal with you further.

Thank you,



Beth Gellman-Beer, Esq
Partner, Evergreen Education Solutions



Amy Niedzalkoski, Esq
Partner, Evergreen Education Solutions

3. Qualifications and Experience

Describe your experience, qualifications and success in providing the services described in the Statement of Needs.

a. Background and brief history of your company

Evergreen Education Solutions, LLC (Evergreen) is a women-owned education consulting firm founded in April 2025 by Beth Gellman-Beer, Esq., and Amy Niedzalkoski, Esq. Evergreen specializes in independent investigations, hearing and appeals adjudication, mediation, training, policy review, and consulting under all of the relevant non-discrimination laws. We bring nearly 40 years of combined leadership at the U.S. Department of Education's Office for Civil Rights (OCR), where we oversaw thousands of complex discrimination cases across educational institutions of all sizes. This background uniquely positions Evergreen to deliver impartial, legally sound, and highly professional services that reflect both federal-level expertise and practical campus experience.

b. Names, qualifications and experience of key personnel

Beth M. Gellman-Beer, Esq. – Partner and Co-Founder

Ms. Gellman-Beer most recently served as Regional Director of OCR Philadelphia, where she oversaw investigations and compliance reviews addressing Title IX, Title VI, Section 504/Title II, and the Age Discrimination Act. She led a staff of 40 attorneys and investigators managing a caseload of approximately 1000 complaints annually, including high-profile resolutions involving sexual, racial and disability discrimination and harassment, shared ancestry discrimination and harassment, disability access, and pregnancy discrimination.

At Evergreen, Ms. Gellman-Beer conducts independent investigations, hearing and appeals adjudication, mediation, policy review, expert witness testimony and training. As a member of the steering committee for the sexual harassment network while at OCR, she maintains subject matter expertise in the processing of Title IX cases. Ms. Gellman-Beer also lead the highest number of resolutions of Title VI shared ancestry complaints while at OCR, and has specific expertise in the evaluation, investigation and resolution of Title VI complaints. Ms. Gellman-Beer has delivered specialized trainings for administrators, faculty, and students nationwide on all of the relevant non-discrimination statutes.

Education: J.D., Temple University Beasley School of Law; B.A., Franklin & Marshall College, magna cum laude, Phi Beta Kappa.

Memberships: American Bar Association; Pennsylvania Bar Association; Philadelphia Bar Association; Association of Title IX Administrators (ATIXA); Association of Workplace Investigators.

Amy Niedzalkoski, Esq. – Partner and Co-Founder

Ms. Niedzalkoski previously served as Chief Regional Attorney for OCR Philadelphia, where she provided legal and policy leadership for complex Title IX, Title VI, Title II and Section 504

investigations and compliance reviews. She supervised investigative and legal staff, reviewed findings and resolution agreements, and regularly trained both OCR staff and institutional stakeholders. During her OCR career, she handled some of the most complex complaints nationwide addressing all jurisdictional bases. Ms. Niedzalkoski is also considered a mediation expert, having conducted mediations in some of the most complex, highly sensitive matters while at OCR.

At Evergreen, Ms. Niedzalkoski focuses on conducting independent investigations, hearing and appeals adjudication, informal resolution facilitation, mediation, policy review and training design. Her background as a teacher, and in labor and employment law further strengthens her expertise in school law, and in particular in due process, mediation, and conflict resolution.

Education: J.D., Temple University School of Law; B.A., University of Pittsburgh, magna cum laude, Phi Beta Kappa.

Memberships: American Bar Association; Pennsylvania Bar Association; Philadelphia Bar Association; Association of Title IX Administrators (ATIXA); Association of Workplace Investigators.

Together, Ms. Gellman-Beer and Ms. Niedzalkoski directed one of OCR's highest performing enforcement offices, managing high-volume dockets of complex discrimination complaints and coordinating the publication of legally sound determination letters. This experience positions Evergreen to deliver expert, independent and impartial investigations, adjudication and decision-making services that align with Title IX, Title VI, Title VII, the ADA, and institutional policies.

c. References

Prince George's County Public Schools (PGCPS)

14201 School Lane, Upper Marlboro, MD 20772

Contact: Darnell Henderson, General Counsel

240-853-2158 | Darnell.Henderson@pgcps.org

Evergreen conducts the following services for PGCPS:

- Workplace bullying complaint investigations
- Staff and student discrimination and harassment complaint investigations
- Evaluation of reasonable accommodation requests, religious accommodation requests and lactation requests from County employees
- Review and suggested revisions for PGCPS non-discrimination policies and procedures, and Standard Operating Procedures for the Equity Assurance Office
- Expert witness testimony at arbitration hearings

University of Denver

2197 S. University Blvd., Denver, CO 80201

Contact: Michael Todd, Associate Vice Chancellor, Equal Opportunity and Title IX

330-321-4443 | Michael.Todd@du.edu

Evergreen conducts the following services for the University of Denver:

- Staff and student discrimination and harassment complaint investigations and administrative inquiries addressing alleged Title VI, Title VII and ADA violations

University of Washington

4320 Brooklyn Avenue NE, Suite 400, Seattle, WA 98105

Contact: Jill B. Lee, Executive Director, Compliance Services

206-616-5713 | jbeaver@uw.edu

Evergreen conducts the following services for the University of Washington:

- Comprehensive climate assessment of race, color, national origin, sex and disability bias at a particular school at the University

Howard County Public School System (HCPSS)

10910 Clarksville Pike

Ellicott City, MD 21042

Contact: J. Stephen Cowles, General Counsel

410-313-6605 | Stephen_Cowles@hcpss.org

Evergreen conducts the following services for HCPSS:

- Comprehensive Title VI training for senior level administrators, addressing Title VI shared ancestry and ethnic characteristic discrimination and harassment, and HCPSS policy and procedure

4. Specific Plan (Methodology)

Explain your specific plans for providing the proposed services outlined in the Statement of Needs

Investigative Services - Approach and Methodology

Evergreen applies a structured, trauma-informed, and equity-focused methodology to civil rights investigations. Our approach is grounded in decades of leadership at OCR, where Evergreen's partners directed high-profile investigations, oversaw compliance reviews, and managed investigative teams handling hundreds of complex and highly sensitive cases. This ensures that every investigation is impartial, thorough, and fully compliant with federal law, institutional policies, and best practices.

Once an investigative file is assigned from the University, an Evergreen partner is designated as the Investigator and point of contact for the University. Our methodology begins with an objective case review designed to ensure comprehensive investigations. For each matter, we first consult with the client and then develop a case planning document that defines the allegations, identifies the regulatory framework, and sets forth the elements of proof required to reach a sound conclusion. This planning process structures investigative activities into phases - intake and scoping, evidence collection, interviews, documentation review, and analysis. Every finding is tied to the evidence gathered, and all reports undergo rigorous partner-level review before finalization.

Each investigation would begin with a scoping meeting with OACC to confirm case parameters and establish a tailored investigation plan. This plan, refined as necessary when new evidence emerges, ensures that every investigation is both comprehensive and responsive to institutional expectations. During the investigation, Evergreen will communicate with the parties on behalf of the University, and conduct witness interviews utilizing trauma-informed practices and drawing on decades of experience communicating with individuals of all backgrounds, including students, staff, administrators and senior leaders. Utilizing our tailored investigation plan, Evergreen will conduct a comprehensive investigation, collecting and evaluating all relevant evidence and identifying and interviewing key witnesses. All information collected will be summarized in a timely, thorough, impartial investigation report that complies with institutional policies and procedures, and the applicable regulation.

Evergreen has decades of experience in conducting fair, unbiased and neutral investigations in compliance with statutory mandates, with both partners having conducted thousands of neutral and impartial investigations while employed at the U.S. Department of Education's Office for Civil Rights. In that capacity, the Evergreen partners have extensive experience in collecting, collating and analyzing voluminous data in an efficient and timely fashion, focusing on relevancy and credibility. In their current capacity as consultants, the Evergreen partners are currently conducting complex investigations, climate assessments and administrative inquiries for several post-secondary institutions, while also providing training services to other educational institutions, national organizations such as ATIXA and NSAA and other non-profit organizations.

In conducting investigations, Evergreen employs trauma-informed practices to minimize re-traumatization while maintaining procedural integrity. Our investigators are impartial, free from conflicts of interest, and trained to conduct respectful, neutral, and transparent interviews.

Maintaining confidentiality is central to our practice. Records are securely managed through encrypted systems, with access limited to authorized personnel. We apply a strict “need-to-know” standard and adhere to federal and institutional requirements for retention and privacy.

Effective communication with the Office of Access, Compliance, and Community (“OACC”) is a cornerstone of our approach. A partner from Evergreen serves as lead investigator and point of contact, providing weekly written updates on investigative progress and anticipated timelines. We will coordinate closely with OACC regarding scheduling, supportive measures, and institutional needs, ensuring alignment throughout the process.

Finally, Evergreen incorporates methods that strengthen service delivery, including case tracking to meet institutional timeframes, the use of standardized checklists and templates for consistency, and the preparation of clear, accessible written determinations. Where appropriate, we provide real-time guidance and technical assistance to institutional staff, supporting long-term compliance capacity. Through this methodology, Evergreen ensures that every investigation is thorough, confidential, collaborative, and fair. By combining federal-level enforcement expertise with responsive, individualized service, Evergreen delivers investigative services that are procedurally rigorous, and tailored to the unique needs of the institution.

Hearing/Appeals Officer - Approach and Methodology

Our team brings comprehensive experience in evaluating complex civil rights cases, applying regulatory standards, and issuing clear, fair, and defensible determinations. We understand that the role of a hearing and appeals officer is critical in maintaining community trust, protecting due process, and ensuring that institutional actions are compliant with the relevant laws and regulations.

Evergreen is uniquely positioned to provide hearing and appeals officer services as its partners have served as senior decision-makers and legal reviewers for hundreds of cases at OCR, including oversight over appeals. More specifically, Evergreen partner and co-founder, Beth Gellman-Beer, was responsible for adjudicating all appeals for the Metro OCR office, including appeals submitted from complainants at George Mason University. Drawing on our vast experience in civil rights compliance, Evergreen ensures that every adjudicative process is conducted with fairness, procedural rigor, and a deep understanding of applicable federal laws and is tailored individually to each institution’s unique policies and procedures.

Evergreen will provide neutral, fair, and procedurally sound hearing and appeals officer services for matters arising under Title IX, Title VI, Title VII and the ADA, while also complying with George Mason University policy and procedure. Each hearing or appeal will be managed directly by an Evergreen partner, ensuring continuity, accountability and impartiality. Evergreen will coordinate and collaborate with OACC to schedule hearings and appeals, strictly adhering to established institutional timelines and procedural requirements. We will thoroughly review all investigative materials in advance to ensure full understanding of the case before the hearing convenes, and then conduct hearings or appeals following the University’s prescribed format and script. The Evergreen partners will ensure that the hearing or appeal is conducted with respect and decorum throughout the entire process, and will question investigators, parties, and witnesses directly and oversee cross-examination in accordance with current regulations. Drawing on their decades of experience in making compliance determinations at

OCR, the Evergreen partners will conclude the hearing or appeal with a timely, written determination that summarizes the findings, rationale, and any recommended corrective actions or sanctions, as applicable. Drawing on their training and experience in conducting trauma-informed investigations, the Evergreen partners will ensure that all parties are treated with professionalism, respect and sensitivity throughout the process.

Through this structured, transparent, and trauma-informed approach, Evergreen ensures that every hearing and appeal upholds due process, institutional integrity, and compliance with all applicable federal and university standards. Our experience as former OCR adjudicators uniquely positions us to deliver decisions that are thorough, impartial, and defensible.

Additional Services/Training - Approach and Methodology

Training

Evergreen Education Solutions offers comprehensive, customized training services to support institutional compliance with Title IX, Title VI, Title VII and the ADA. Our training programs are designed not only to meet regulatory requirements but also to foster a culture of equity, respect, and accountability across campuses. With decades of experience delivering trainings to administrators, faculty, staff, students, and legal professionals nationwide, Evergreen provides engaging, accessible, and practical learning that equips participants to understand and implement their responsibilities effectively.

In delivering training, Evergreen ensures that the training addresses federal regulatory requirements, and also addresses the institution's policies and procedures. The training program also includes in-depth case reviews of prominent and instructive cases resolved by Evergreen's partners while at OCR, as well as a discussion of current resolutions under the current administration. Each training session also allows for robust Q&A. Evergreen can deliver training that addresses the substance and requirements of each regulation, but can also deliver training that addresses how to conduct investigations and hearings that comply with federal regulations, hearing officer competencies, best practices and more. We provide training to Title IX Coordinators and investigators, administrative staff, students, decision-makers and advisors, and campus security authorities.

Before the delivery of training, we discuss the institution's needs and expectations with key stakeholders, develop a proposed training outline to be shared with key stakeholders for input and review, and then deliver the training and accompanying materials to all participants. Because we are a boutique consulting firm, we deliver training that is comprehensive but also customized to the institution and to the audience.

While employed at OCR, the Evergreen partners delivered hundreds of training programs externally to education institutions, and internally to OCR staff and senior leaders. Since the creation of Evergreen, we have delivered dozens of training programs to national organizations such as ATIXA and NSAA, in addition to CLE providers and non-profit organizations, addressing the full scope of non-discrimination laws.

Other Services

In addition to the core services outlined in this proposal, Evergreen provides a suite of value-added services that enhance institutional compliance and strengthen campus equity and inclusion. These services are tailored to meet the unique needs of each institution and draw on our partners' extensive experience as former senior leaders at the U.S. Department of Education's Office for Civil Rights.

Our team brings comprehensive expertise across federal non-discrimination statutes—including Title VI, Section 504/Title II, and the Age Discrimination Act—and can extend all services proposed herein to these areas. Value-added services include:

- **Disability and Pregnancy/Parenting Accommodations**
 - Training for staff on Section 504/Title II disability requirements and obligations to provide academic adjustments.
 - Assistance with investigations of disability discrimination and harassment complaints.
 - Assistance and support for student accommodation requests, including facilitation of the interactive process.
 - Guidance on accommodations for pregnant and parenting students, including training for staff and direct support in responding to requests.
 - Support for employee accommodation requests under the ADA, including facilitation of the interactive process.
- **OCR Compliance Support**
 - Consulting on OCR complaint responses and compliance monitoring submissions.
- **Athletics Program Review**
 - Comprehensive Title IX compliance reviews of athletics programs to assess alignment with the three-prong test for participation opportunities.
- **Informal Resolution**
 - Our team brings nearly 40 years of experience in conducting informal resolution and mediations, for all discrimination related complaints involving students and staff. As neutral, independent mediators, we help institutions address disputes efficiently and equitably, while fostering trust and mutual understanding among the parties involved. We are trained in and committed to facilitated resolution approaches that are voluntary, impartial, culturally sensitive, and trauma-informed.

Through these value-added services, Evergreen provides institutions with an integrated compliance partner, offering not only regulatory expertise but also the capacity to support the full spectrum of non-discrimination obligations.

5. Pricing

- a. Evergreen employs two partners, Beth Gellman-Beer and Amy Niedzalkoski. The hourly rate for each partner is \$350/hr. for investigations, hearings and appeals. Ms. Gellman-Beer and Ms. Niedzalkoski would perform all duties described in the RFP. Evergreen would expect reimbursement for travel expenses in accordance with George Mason University's policies, and GSA per diem rates.
- b. Sample invoice is attached.

6. Work Samples

Our extensive experience includes direct oversight of compliance reviews and investigations involving various public institutions. Representative resolution letters from our oversight work in Title IX and Title VI while at the U.S. Department of Education are linked below:

Title IX (sex discrimination, sexual harassment, sexual assault, gender harassment, athletics, pregnancy discrimination)

- Montgomery College: [Montgomery College \(PDF\)](#)
- Arcadia University: [Arcadia University \(PDF\)](#)
- Covington Independent Schools: [Covington Independent Schools \(PDF\)](#)
- Frostburg State University: [Frostburg State University \(PDF\)](#)
- Wesley College: [Wesley College \(PDF\)](#)
- Pennsylvania State University: [Pennsylvania State University \(PDF\)](#)
- Wayne Highlands School District: [Wayne Highlands School District \(PDF\)](#)
- Southern Tioga School District: [Southern Tioga School District \(PDF\)](#)
- Western Wayne School District: [Western Wayne School District \(PDF\)](#)
- Towson University: [Towson University \(PDF\)](#)

Title VI (race, color, national origin discrimination and harassment, including shared ancestry and ethnic characteristics)

- Howard County Public Schools: [Howard County \(PDF\)](#)
- Lehigh University: [Lehigh University Resolution Letter \(PDF\)](#)
- Johns Hopkins University: [Johns Hopkins University - Resolution Letter](#)
- School District of Philadelphia: [School District of Philadelphia \(PDF\)](#)
- Temple University: [Temple University \(PDF\)](#)
- Norwin School District: [Norwin School District \(PDF\)](#)
- Muhlenberg College: [Muhlenberg College \(PDF\)](#)
- Drexel University: [Drexel University \(PDF\)](#)
- Lafayette College: [Lafayette College Resolution Letter \(PDF\)](#)
- Red Clay Consolidated School District: [Red Clay Consolidated School District \(PDF\)](#)
- Bluefield State College: [Bluefield State College \(PDF\)](#)
- South Middleton School District: [South Middleton School District \(PDF\)](#)
- Russellville Independent Schools: [Russellville Independent Schools \(PDF\)](#)

Additional, sample investigative reports are attached as addenda.

EXHIBIT A



Evergreen Education Solutions, LLC

45 E City Ave
Bala Cynwd, PA 19004

INVOICE

Invoice # 5
Date: 09/30/2025
Due On: 10/30/2025

University o [REDACTED]

00005 [REDACTED] Administrative Inquiry-University o [REDACTED]

[REDACTED] Administrative Inquiry (Purchase Order P0300025)

Type	Date	Notes	Quantity	Rate	Total
Service	09/04/2025	Draft Email Correspondence: Email to EOIX requesting scholarship information from Financial Aid.	0.10	\$250.00	\$25.00
Service	09/05/2025	Draft final investigative report	2.20	\$250.00	\$550.00
Service	09/09/2025	Draft final investigative report: Drafted final administrative inquiry report	7.90	\$250.00	\$1,975.00
Service	09/10/2025	Draft final investigative report: Review final investigative report for factual and legal sufficiency; suggested clarifying edits/revisions	1.20	\$250.00	\$300.00
Service	09/11/2025	Draft final investigative report: Created appendix for report	1.20	\$250.00	\$300.00
Service	09/12/2025	Draft final investigative report: Review revised investigative report for factual and legal sufficiency, including analysis/finding; made suggested revisions, edits and comments	1.00	\$250.00	\$250.00
Service	09/14/2025	Draft final investigative report: Drafted final investigative report	0.60	\$250.00	\$150.00
Service	09/29/2025	Draft Email Correspondence: Drafted monthly update to complaint and respondents	0.20	\$250.00	\$50.00
Service	09/29/2025	Draft Email Correspondence: Drafted email correspondence to EOIX re: respondent questions	0.10	\$250.00	\$25.00

Subtotal \$3,625.00

0005 [REDACTED] Administrative Inquiry [REDACTED]-University of [REDACTED]

[REDACTED] Administrative Inquiry [REDACTED] (Purchase Order P0300025)

Type	Date	Notes	Quantity	Rate	Total
Service	09/03/2025	Draft Witness Interview Questions - \$250: Prepared interview questions for Respondent's interview	1.00	\$250.00	\$250.00
Service	09/12/2025	Witness Interview: Interview with Respondent	0.80	\$250.00	\$200.00
Service	09/14/2025	Draft Email Correspondence: Email to EOIX re: additional interviewees	0.10	\$250.00	\$25.00
Service	09/15/2025	Draft Email Correspondence: Email correspondence with Professo [REDACTED] to schedule interview	0.10	\$250.00	\$25.00
Service	09/16/2025	Draft Witness Interview Questions - \$250: Drafted interview questions for Professo [REDACTED]	0.60	\$250.00	\$150.00
Service	09/17/2025	Witness Interview: Interview of Professo [REDACTED] and review of interview transcript	1.20	\$250.00	\$300.00
Service	09/17/2025	Draft Email Correspondence: Email to Professor [REDACTED] to schedule interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email correspondence w [REDACTED] re: scheduling of interview	0.10	\$250.00	\$25.00
Service	09/23/2025	Draft Witness Interview Questions - \$250: Draft interview questions fo [REDACTED]	0.30	\$250.00	\$75.00
Service	09/24/2025	Witness Interview: Interview of [REDACTED]	0.40	\$250.00	\$100.00
Service	09/26/2025	Draft Email Correspondence: Email correspondence to respondent with status update	0.10	\$250.00	\$25.00
Service	09/29/2025	Draft Email Correspondence: Email correspondence w [REDACTED] re: sending documents to me.	0.10	\$250.00	\$25.00

Subtotal \$1,225.00

0006 [REDACTED] (Respondent)-University of [REDACTED]

[REDACTED] (Respondent) (Purchase Order P0300025)

Type	Date	Notes	Quantity	Rate	Total
Service	09/02/2025	Draft Email Correspondence: Email exchange with [REDACTED] to setup file sharing link, explain how to use it, confirm receipt of uploaded documents and schedule interview	0.10	\$250.00	\$25.00
Service	09/02/2025	Review evidence: Review supplemental documentation provided b [REDACTED]	0.80	\$250.00	\$200.00
Service	09/03/2025	Draft final investigative report: Revise and update investigation report with summary of new, relevant evidence provided b [REDACTED]	1.60	\$250.00	\$400.00
Service	09/04/2025	Draft Email Correspondence: Review email from [REDACTED] and reply (Purchase Order P0300025)	0.10	\$250.00	\$25.00
Service	09/05/2025	Draft Email Correspondence: Email Dean [REDACTED] to explain the reason for the administrative inquiry, and to inform her of Zoom meeting invite	0.10	\$250.00	\$25.00
Service	09/08/2025	Review evidence: Review supplemental documentation provided b [REDACTED]	2.50	\$250.00	\$625.00
Service	09/09/2025	Review evidence: Complete review of supplemental documentation provided b [REDACTED] including 190 emails and links to class recordings	1.00	\$250.00	\$250.00
Service	09/10/2025	Draft final investigative report: Supplement draft investigative report with procedural steps and new relevant evidence submitted b [REDACTED]	1.10	\$250.00	\$275.00
Service	09/14/2025	Draft Witness Interview Questions - \$250: Prepare questions for upcoming interview o [REDACTED]	0.60	\$250.00	\$150.00
Service	09/14/2025	Draft Witness Interview Questions - \$250: Prepare questions for upcoming interview with [REDACTED]	0.60	\$250.00	\$150.00
Service	09/15/2025	Party or witness call: Interview o [REDACTED] and cleanup of transcript following the interview	1.20	\$250.00	\$300.00
Service	09/15/2025	Draft Email Correspondence: Email EOIX to ask for outreach with one remaining witness (Registrar) to setup interview	0.10	\$250.00	\$25.00
Service	09/15/2025	Draft Email Correspondence: Emailed witness to	0.10	\$250.00	\$25.00

		introduce myself and request availability for an interview			
Service	09/16/2025	Witness Interview: Interview of [REDACTED] and cleanup of transcript following the interview	0.80	\$250.00	\$200.00
Service	09/17/2025	Draft Email Correspondence: Emailed EOIX to advise of investigative strategy in response to Respondent's email	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Email witness to introduce myself and ask for availability for brief interview	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Schedule interview with student witness	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Schedule interview with student witness	0.10	\$250.00	\$25.00
Service	09/18/2025	Draft Email Correspondence: Schedule interview	0.10	\$250.00	\$25.00

with student witness					
Service	09/18/2025	Draft Email Correspondence: Schedule interview with student witness	0.10	\$250.00	\$25.00
Service	09/19/2025	Draft Witness Interview Questions - \$250: Prepare questions for upcoming interview with student witness	0.20	\$250.00	\$50.00
Service	09/19/2025	Draft Email Correspondence: Schedule interview with student witness	0.10	\$250.00	\$25.00
Service	09/19/2025	Draft Email Correspondence: Schedule interview with student witness	0.10	\$250.00	\$25.00
Service	09/19/2025	Draft Email Correspondence: Schedule interview with student witness	0.10	\$250.00	\$25.00
Service	09/19/2025	Draft Email Correspondence: Schedule interview with student witness	0.10	\$250.00	\$25.00
Service	09/19/2025	Party or witness call: Interview student witness identified by the respondent	0.20	\$250.00	\$50.00
Service	09/24/2025	Witness Interview: Interview of Student [REDACTED] and cleanup of interview transcript	0.30	\$250.00	\$75.00
Service	09/24/2025	Party or witness call: Interview of Witness [REDACTED]; cleanup of transcript following the interview	0.30	\$250.00	\$75.00
Service	09/25/2025	Party or witness call: Interview of [REDACTED] and cleanup of transcript following the call	0.30	\$250.00	\$75.00
Service	09/25/2025	Draft Email Correspondence: Email [REDACTED] to remind her to forward to me relevant documentation, including notes and emails, regarding the administrative inquiry	0.10	\$250.00	\$25.00
Service	09/25/2025	Party or witness call: Interview of Student Witness [REDACTED]; cleanup of interview transcript following the interview	0.30	\$250.00	\$75.00
Service	09/26/2025	Witness Interview: Interview of [REDACTED]; cleanup of transcript after the interview	0.60	\$250.00	\$150.00
Service	09/29/2025	Draft Email Correspondence: Emailed Respondent status update regarding the administrative inquiry, and a request to meet for an interview.	0.10	\$250.00	\$25.00

Subtotal **\$3,750.00**

Total **\$8,600.00**

Payment (10/24/2025) **-\$8,600.00**

Balance Owing \$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9	11/30/2025	\$9,875.00	\$0.00	\$9,875.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5	10/30/2025	\$8,600.00	\$8,600.00	\$0.00

Outstanding Balance \$9,875.00

Total Amount Outstanding \$9,875.00

Please make all amounts payable to: Evergreen Education Solutions, LLC

Please pay within 30 days.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: Evergreen Education Solutions, LLC

Preparer Name: Beth Gellman-Beer **Date:** November 6, 2025

Who will be doing the work: ☐ I plan to use subcontractors ☒ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

EXHIBIT C

BETH M. GELLMAN-BEER

1206 Pheasant Road · Rydal, PA 19046 · 267-266-0418 · beth@evergreenllc.education

WORK EXPERIENCE

EVERGREEN EDUCATION SOLUTIONS, LLC, Philadelphia, PA

Partner/Founder: April 2025 – Present

Co-founder and partner for an education consulting firm that provides independent and thorough investigations, mediations, training, consultations on best practices and organizational structure, and policy reviews related to complaints of discrimination and harassment on the bases of race, color, national origin, and shared ancestry, including antisemitism and Islamophobia (Title VI); sex (Title IX); disability (Section 504 and the ADA); and age (the Age Act).

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS (OCR), Philadelphia, PA

Regional Director: December 2021 – March 2025

Oversaw the Philadelphia office's enforcement activities, including the evaluation, investigation and resolution of complaints of race, color, national origin (including shared ancestry and ethnic characteristics), sex, disability and age discrimination filed against public schools pursuant to Title VI, Title IX, Section 504, Title II and the Age Act.

Led a team of approximately 40 attorneys and investigators in the largest resolution of high profile, complex cases nationwide, while also managing a caseload of approximately 900 complaints. Provided leadership, guidance, interpretation and advice on adherence to applicable non-discrimination laws and regulations in the following high profile case resolutions:

- Howard County Public Schools (antisemitism), January 16, 2025: [Howard County \(PDF\)](#)
- Lehigh University (antisemitism), January 13, 2025: [Lehigh University Resolution Letter \(PDF\)](#)
- Johns Hopkins University (antisemitism), January 7, 2025: [Johns Hopkins University - Resolution Letter](#)
- School District of Philadelphia (antisemitism), December 18, 2024: [School District of Philadelphia \(PDF\)](#)
- Temple University (antisemitism), December 2, 2024: [Temple University \(PDF\)](#)
- Norwin School District (racial harassment), October 2, 2024: [Norwin School District \(PDF\)](#)
- Muhlenberg College (antisemitism), September 30, 2024: [Muhlenberg College \(PDF\)](#)
- Drexel University (antisemitism), August 2, 2024: [Drexel University \(PDF\)](#)
- Colonial School District (disability access to AP courses), July 18, 2024: [Colonial School District \(PDF\)](#)
- Lafayette College (antisemitism), June 21, 2024: [Lafayette College Resolution Letter \(PDF\)](#)
- Red Clay Consolidated School District (antisemitism), January 29, 2024: [Red Clay Consolidated School District \(PDF\)](#)
- Arcadia University (pre-2020 regulation sexual harassment), October 31, 2023: [Arcadia University \(PDF\)](#)

- Allegheny Valley School District (disability harassment), September 21, 2023: [Allegheny Valley SD \(PDF\)](#)
- Montgomery College (pre-2020 regulation sexual harassment), June 28, 2023: [Montgomery College](#)
- Mingo County Schools (2020 regulation sexual harassment compliance review), May 26, 2023: [Mingo LOF](#)

Supported and engaged in robust training and education for schools, students and/or attorneys addressing compliance with Title VI, Title IX, Section 504, Title II and the Age Act:

- Shared ancestry training for ATIXA members (December 12, 2024)
- Shared ancestry training for administrators at the University of Nevada, Las Vegas (November 15, 2024)
- Shared ancestry training for students at the University of California, Washington Center (October 8, 2024)
- Shared ancestry training for administrators at the University of Maryland (April 26, 2024)
- Shared ancestry training for the Jewish Federation of Greater Philadelphia (April 9, 2024)
- Shared ancestry training for Philadelphia-based synagogues (Kol Emet and Ohev Shalom) (Spring 2024)
- Shared ancestry training for administrators at Ursinus College (December 18, 2023)
- Pregnancy discrimination training for administrators, students and attorneys at Rutgers University (November 30, 2022)

Chief Attorney: 2018 – December 2021

Provided legal advice, leadership and guidance for the civil rights compliance and enforcement program at the Philadelphia Regional office in furtherance of the mission of the Department and OCR. Provided expert legal and policy advice to OCR leadership and staff, and internal and external stakeholders, regarding the investigation, resolution and negotiation of complex civil rights cases, compliance reviews and proactive enforcement activities. Ensured that all enforcement activities were factually accurate, legally sound and of high quality. Supervised and participated in the activities of the case resolution teams, coordinated with other OCR teams and Chief Attorneys, planned and assigned work, evaluated performance, advised management officials at higher levels, effected disciplinary actions, recommended personnel actions, and promoted team building to foster high performance culture and high employee morale. Coordinated with other OCR regional Chief Attorneys to share information, best practices and model documents, and worked collaboratively to ensure consistency agency-wide. Facilitated the Philadelphia office's hiring process and served as hiring panel member for other Regional offices. Served as Acting Regional Director, as needed. Conducted legal review of all Freedom of Information Act and Privacy Act request responses. Coordinated and facilitated annual internal substantive legal training for new hires.

Supervisory Attorney (Team Leader): 2010 –2018

Managed a team of attorneys and investigators responsible for investigating, resolving and monitoring complaints of sex, race, national origin, color, disability and age discrimination against recipients of federal funding from the U.S. Department of Education. Provided leadership, legal guidance and assistance to an investigative team in conducting all aspects of case processing, and ensured that work products were high quality, factually accurate, thorough, and legally sound based on all applicable legal

standards. Supervised and participated in complex case investigations and resolutions, compliance reviews and responses to Freedom of Information Act requests. Conducted annual performance appraisals and effectively managed high and low performing employees by making meaningful distinctions in performance. Effected disciplinary action, as needed. Conducted training for new attorneys and interns. Coordinated and delivered monthly calls as member and coordinator of the *Sexual Harassment Network Steering Committee*. Assisted in the development and publication of best practices for bullying prevention program as an invited member of the *Center for Safe Schools Urban Bullying Prevention Work Group*. Served as acting Regional Chief Attorney, as needed.

Staff Attorney: 2007 - 2010

Enforced federal civil rights statutes, including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, the Boy Scouts of America Equal Access Act, and the Civil Rights Data Collection. Worked in collaboration with the team leader and investigators in all aspects of complaint processing, including case evaluation and investigation, conducting legal analysis, drafting letters of findings and statements of the case, reviewing and analyzing case documents, interviewing witnesses, and drafting, negotiating, and monitoring resolution agreements. Provided technical assistance and implemented proactive enforcement activities and compliance with Freedom of Information Act requests. Provided legal advice to team investigators. Served as acting Team Leader, as needed.

DELAWARE VALLEY UNIVERSITY, PA

Consultant, 2015-2017

- Course instructor for civics education course for teachers pursuing advanced degrees at local universities and/or continuing education courses.
- Designed course materials and syllabi; graded all assignments.

MCELROY, DEUTSCH, MULVANEY AND CARPENTER, Philadelphia, PA

(formerly Monteverde, McAlee & Hurd)

Litigation Associate: 2004 – 2007; Law Clerk: 2004

- Conducted all aspects of litigation with concentration in civil litigation and labor and employment law.
- Represented Fraternal Order of Police in internal affairs proceedings.

TEMPLE UNIVERSITY BEASLEY SCHOOL OF LAW, Philadelphia, PA

Teaching Assistant to Legal Research and Writing Professor: 2002 - 2004

OTHER PROFESSIONAL EXPERIENCE

CIGNA CORPORATION, Philadelphia, PA

Executive Staffing Manager: 1999 - 2001

- Provided technical support for development and tracking of high potential employees.

Human Resources and Services Leadership Development Program: 1997 - 1999

- Highly selective, two-year rotational human resources leadership development program.

EDUCATION

TEMPLE UNIVERSITY BEASLEY SCHOOL OF LAW, Philadelphia, PA

Juris Doctor

Articles Editor, *Temple Political & Civil Rights Law Review*

Staff Writer, *Temple Political & Civil Rights Law Review*

FRANKLIN AND MARSHALL COLLEGE, Lancaster, PA

Bachelor of Arts, *Magna Cum Laude*

GPA 3.76; Class rank 24/418; Phi Beta Kappa

BAR ADMISSION AND MEMBERSHIPS

Bar Admission: Pennsylvania

Current Bar Association and Professional Organization Memberships: American Bar Association; Pennsylvania Bar Association; Philadelphia Bar Association; Association of Title IX Administrators (ATIXA); and Association of Workplace Investigators.

VOLUNTEER

Rydal Elementary Parent-Teacher Organization; Founder/Coach for Girls on the Run, Rydal chapter; The Rendell Center for Civics and Civic Engagement volunteer instructor/facilitator.

AMY NIEDZALKOSKI

733 Hemlock Road Media, PA 19063 | 215-888-6839 | amy@evergreenllc.education

LEGAL AND INVESTIGATORY EXPERIENCE

EVERGREEN EDUCATION SOLUTIONS, LLC, Philadelphia, PA

Partner and Co-Founder, April 2025–present

- Co-founder and partner of an education consulting firm that provides independent and thorough investigations, mediations, training, consultations on best practices and organizational structure, and policy reviews related to complaints of discrimination and harassment on the bases of race, color, national origin, and shared ancestry, including antisemitism and Islamophobia (Title VI); sex (Title IX); disability (Section 504 and the ADA); and age (the Age Act).

United States Department of Education, Office for Civil Rights (OCR), Philadelphia, PA

Chief Regional Attorney (GS15), 2022–March 2025

- Provided expert legal and policy advice to OCR leadership, national and regional staff, and internal and external stakeholders regarding the investigation, resolution, negotiation, and monitoring of complaints alleging discrimination and retaliation brought under Title VI (race, color, and national origin, including shared ancestry), Title IX (sex), Section 504 and Title II of the American with Disabilities Act (disability), and the Age Act.
- Conducted legal review of case planning documents, evaluation and dismissal letters, letters of fining, resolution agreements, and monitoring reports to ensure that all enforcement activities were factually accurate, legally sound, and of high quality.
- Collaborated with OCR leadership, as well as national and regional staff, to develop strategy for the resolution of complex cases and compliance reviews.
- Directed OCR Philadelphia's Freedom of Information Act (FOIA) process to ensure timely and accurate responses to FOIA requests.
- Developed and delivered internal and external trainings and technical assistance presentations focused on OCR policy directives, the application of the laws enforced by OCR, case processing procedures, and legal research and writing.
- Briefed OCR leadership regarding on a regular basis about the status of complex and/or high profile cases.
- Performed a variety of management duties, including supervising management and investigative staff, rating performance, addressing and remedying performance deficiencies, responding to questions and concerns, and interviewing and hiring investigative staff.
- Served as the Acting Director of the OCR Philadelphia office on an as-needed basis.

Senior Attorney Advisor (GS14), 2010–2022; Attorney Advisor (GS12/GS13), 2004–2010

- Carried out all phases of complaint resolution, including developing investigative plans; interviewing witnesses; analyzing data obtained during the investigation; accurately applying pertinent laws, regulations, and policy to reach the correct legal conclusion; drafting notification letters, data requests, letters of finding, and resolution agreements; negotiating resolution agreements; and monitoring the implementation of resolution agreements.
- Mediated case resolutions, including complaints involving complex issues.
- Collaborated with management, team leaders, and equal opportunity specialists to develop investigative strategies and address issues that arise out of complex and/or novel complaints.
- Processed FOIA requests to determine responsive documents and make required redactions.
- Reviewed case-related documents for factual and legal accuracy when serving on an as-needed basis as the acting Team Leader and acting Chief Attorney.
- Consistently assigned to complex cases and high-level assignments in the OCR Philadelphia office and nationally.

Page 2- Amy Niedzalkoski

- Developed and delivered internal and external trainings and technical assistance presentations regarding each of the laws enforced by OCR.
- Selected as a member of the OCR Workshop Steering Committee charged with developing and overseeing national internal trainings.
- Managed the OCR Philadelphia Internship Program and provided mentoring to new OCR attorneys.

McAleese, McGoldrick, Susanin & Widman, P.C., *King of Prussia, PA*
Associate, 2001–2003

- Litigation practice specializing in management side labor and employment law. Represented clients in arbitrations, mediations, and matters before state and federal courts, the Pennsylvania Human Relations Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, and Pennsylvania unemployment compensation referees.
- Reviewed and assisted in the development of workplace policies and collective bargaining agreements.
- Prepared and delivered trainings for clients regarding employment law and best practices.

United States Department of Labor, Office of Administrative Law Judges, *Camden, NJ*
Law Clerk to the Honorable Paul H. Teitler, 2000–2001

- Researched and drafted opinions and orders. Conducted mediations between the parties.

ADDITIONAL EXPERIENCE

Delaware County Youth Aid Panel, Nether Providence Twp., PA
Volunteer Panel Member, 2019-present

- Serve as a panel member for the Youth Aid Panel diversion program designed to keep juveniles who have committed certain low-level, non-violent crimes out of the juvenile justice system.
- Meet with juveniles who agree to participate in the Youth Aid Panel and work collaboratively with the juvenile, their parent(s)/guardian(s), law enforcement, and other panel members to build a contract that calls for accountability to both the victim and the community and repairs the damage done to the victim that meets the treatment needs of the juvenile.

Community College of Philadelphia, Philadelphia, PA
Instructor: Paralegal Studies Legal Research and Writing I, 2019; 2007-2008; 2004

- Developed course materials and delivered instruction, reviewed and graded student works, implemented approved academic adjustments, and ensured requirements to retain the Paralegal Studies program's American Bar Association accreditation were met.
- Topics covered in the Legal Research and Writing I course included: overview of the three branches of government; distinguishing between the state and federal government; levels of judicial review; primary and secondary sources; conducting legal research in books, Westlaw, and Lexis; legal citations; case briefing; and drafting a legal memorandum.

Leap-Kids, Inc., Glenside, PA
Consultant, 2018; 2003-2008

- Instructor for civics education course for teachers pursuing advanced degrees at local universities.
- Developed law-related education lesson plans for grades K-12.
- Delivered law-related instruction to children and adults in schools and in the community.

Page 3- Amy Niedzalkoski

David M. Hall Associates, Newtown, PA
Consultant, 2006 – 2008

- Instructor for civics education course for teachers pursuing advanced degrees at local universities and/or continuing education courses.
- Designed course materials and syllabi.
- Prepared monthly newsletter for corporate clients.

Philadelphia Electrical and Technology Charter High School, Philadelphia, PA
Social Studies Teacher, 2003-2004

- Created and implemented lesson plans designed to instruct students of all ability levels.
- Discipline Review Committee member.
- Pennsylvania Statewide High School Mock Trial team coach.

EDUCATION, CREDENTIALS, MEMBERSHIPS, AND COMMUNITY INVOLVEMENT

Temple University School of Law, Philadelphia PA
J.D. 2000, *Moot Court Honor Society, Dean's List*

University of Pittsburgh, Pittsburgh, PA
B.A. 1997, *Magna Cum Laude, Phi Beta Kappa*

Institute for Shipboard Education Semester at Sea Program
1997

Bar Admissions: Pennsylvania (2000); New Jersey (2000); United States District Court for the District of New Jersey (2001); and United States District Court for the Eastern District of Pennsylvania (2002).

Current Bar Association and Professional Organization Memberships: American Bar Association; Pennsylvania Bar Association; Philadelphia Bar Association; Association of Title IX Administrators (ATIXA); and Association of Workplace Investigators.

Current Community Involvement: Strath Haven High School Class of 2027 parent representative; Strath Haven Middle School Career Day Co-Chairperson; and The Rendell Center for Civics and Civic Engagement volunteer instructor.

EVERGREEN SPEAKING ENGAGEMENTS AND MEDIA

Inside OCR: A Conversation with Beth Gellman-Beer

ICS Podcast, October 2025

What the Heck is Going on with Title IX?

NSAA Conference, October 17, 2025

Court Blocks Shutdown Layoffs, But Experts Say Education Department Programs Still in Danger

The 74, October 16, 2025

Disability Law Essentials from K-12 to College

ATIXA Conference, Concurrent Session, October 16, 2025

Should You Designate a Title VI Coordinator?

ATIXA Conference, Concurrent Session, October 15, 2025

Title VI Shared Ancestry Harassment With: Beth Gellman-Beer & Amy Niedzalkoski

Gratz College, September 16, 2025

‘Weaponizing Antisemitism’: Campus Speech Under Siege

Inside Higher Education, September 12, 2025

Analyzing OCR Case Resolution Trends with Saundra Schuster and Beth Gellman-Beer

ATIXA Webinar, September 10, 2025

Insights from 18 Years at OCR (with Beth Gellman-Beer, J.D.)

ATIXA Podcast, September 8, 2025

Colleges Rushed to Comply With Trump’s Anti-DEI Guidance. A Judge Just Struck It Down. Now What?

The Chronicle of Higher Education, August 15, 2025

How Trump is banning DEI at universities – except for Jews

Forward, August 4, 2025

Now Hiring: Title VI Coordinators

Inside Higher Education, July 14, 2025

Title VI Shared Ancestry Harassment with Beth Gellman-Beer and Amy Niedzalkoski

Beverly Hills Bar Association, July 2025

Fired Education Department workers say the “fight isn’t over”

USA Today, July 17, 2025

Federal Education Department Office in Philadelphia is Among Seven to be Shut Nationally
Philadelphia Inquirer, March 12, 2025

EXHIBIT D



DOE SCHOOL DISTRICT TITLE IX INVESTIGATIVE REPORT

Complainant:

Jane Doe

Respondent:

John Doe

Investigator:

Beth Gellman-Beer

Date:

June 1, 2024

CONTENTS

- I. Introduction**
- II. Objective**
- III. Definitions**
- IV. Procedural History**
- V. Regulatory Requirements**
- VI. Summary of Allegations**
- VII. Jurisdiction**
- VIII. Standard of Evidence**
- IX. Interview Summaries**
- X. Appendix**

Exhibit A: April 2, 2024 Teacher 1 Employee Discrimination Grievance

Exhibit B: April 3, 2024 Notice of Allegations and Notice of Interviews

Exhibit C: April 3, 2024 Interview by District Counsel of Administrator 1

Exhibit D: April 14 and 15, 2024 Investigator Interview Summaries

Exhibit E: Teacher 1's March 25, 2024 notes of her meeting with Student 2

Exhibit F: Administrator 1's Employee File

Exhibit G: Teacher 1's Class Communication Log

Exhibit H: April 2, 2024 Letter to Administrator 1 from Superintendent

Exhibit I: April 3, 2024 email from Teacher 1 to Administrator 4 re: sick leave

Exhibit J: April 3, 2024 response from Administrator 4 re: sick leave

Exhibit K: Documentation of other employees denied sick leave donations for 2022-2023 and 2023-2024

Exhibit I: May 10 email to the parties with draft Investigative Report

I. INTRODUCTION

Doe School District (the District) hired Evergreen Education Solutions, LLC (Evergreen) to investigate the following alleged violations of Title IX and the District's policies that address harassment, discrimination, and retaliation:

Allegation 1: Administrator 1 sexually harassed female students during the 2023-2024 school year at Doe School 1.

Allegation 2: The District retaliated against Teacher 1 in her employment because she reported that Administrator 1 sexually harassed female students during the 2023-2024 school year by denying her request for a donated sick leave day on April 3, 2024.

II. OBJECTIVE

The purpose of this investigative report is to summarize the factual evidence obtained by Evergreen during its investigation of Allegation 1 and Allegation 2. It does not draw any conclusions regarding the information gathered. Evergreen is providing the information obtained during the course of the investigation and summarized in this report to the decision-maker appointed by the District so that they can use this report to determine whether Administrator 1 and/or the District violated Title IX and/or the District's Title IX Policy as alleged. In this investigative report, Evergreen will be referred to as "the investigator."

III. APPLICABLE LEGAL STANDARDS

Title IX

Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulation, 34 C.F.R. Part 106, prohibit discrimination on the basis of sex by recipients of federal financial assistance from the U.S. Department of Education. Title IX also prohibits retaliation. The District is subject to Title IX and its implementing regulations because it is a recipient of federal financial assistance from the U.S. Department of Education.

Pursuant to Title IX, sexual harassment is defined as unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity. 34 C.F.R. § 106.30(a).

Title IX requires a recipient with actual knowledge of sexual harassment in an education program or activity of the recipient to respond promptly in a manner that is not deliberately indifferent. A school is deliberately indifferent if its response is clearly unreasonable in light of known circumstances. In addition, a school's response must treat complainants and respondents equitably by offering supportive measures as defined in 34 C.F.R. § 106.30 and by following a grievance process that complies with 34 C.F.R. § 106.45 before the imposition of any disciplinary sanctions or non-supportive measures. Further, the recipient's Title IX Coordinator must promptly contact a complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. 34 C.F.R. § 106.44

The regulation implementing Title VI, at 34 C.F.R. § 100.7(e) prohibits retaliation and is incorporated, by reference, in the Title IX regulation at § 106.81. To establish a prima facie case of retaliation, the complainant must show that (1) they experienced an adverse action caused by the school; (2) the school knew that the complainant engaged in a protected activity; and (3) there is evidence of a causal connection between the adverse action and the protected activity.

The District's Policies and Procedures

The District's website includes a notice of non-discrimination that explains that the District prohibits discrimination on the basis of sex and identifies the District's Title IX Coordinator by name and contact information.

District Policy 123 Harassment Discrimination and Title IX Sexual Harassment (Policy 123) addresses potential Title IX violations. Policy 123 includes all of the requirements of a grievance procedure required by 34 C.F.R. § 106.45.

District Policy 321 Certified Sick Leave Bank (Policy 321) governs the use of the District's Certified Sick Leave Bank for employees. Policy 321 states that the purpose of the Certified Sick Leave Bank is to provide eligible, voluntarily participating District employees who have exhausted all of their accumulated sick leave days the means of obtaining additional sick leave days. In addition, Policy 321 states that the intent of the Certified Sick Leave Bank is to assist employees who have suffered medical emergencies and/or prolonged illnesses beyond their control and that Certified Sick Leave Bank days shall be used only for illness of, or an accident involving, a Certified Sick Leave Bank member.

District Policy 2121 Requests to Donate Sick Leave (Policy 2121) governs sick leave donations. Policy 2121 states that the receiving employee must have suffered from a medically certified illness, injury, impairment or physical or mental condition that has caused or is likely to cause the employee to be absent for at least 10 days. Policy 2121 also states that the receiving employee's need for the absence and use of sick leave must be certified by a licensed physician.

IV. INVESTIGATION TIMELINE

On April 2, 2024, Teacher 1 filed an Employee Discrimination Grievance (the complaint). In the complaint, Teacher 1 alleged that Administrator 1 sexually harassed female students during the 2023-2024 school year at Doe School 1. Upon receipt of the complaint, District counsel immediately interviewed Administrator 1 on April 2, 2024. On that same day, the District engaged the services of the investigator to complete the investigation of Teacher 1's sexual harassment complaint. During the investigation, on April 4, 2024, Teacher 1 informed the investigator that she wanted to include an allegation of retaliation. Specifically, Teacher 1 reported that Administrator 4 denied Teacher 1's request for a donated sick leave day on April 3, 2024, in retaliation for filing her sexual harassment complaint on April 2, 2024. On April 4, 2024, the investigator informed the District of Teacher 1's retaliation allegation, and the District requested that the investigator include Teacher 1's retaliation allegation in scope of the investigation.

Below is a timeline of the investigation, including the relevant parties and witnesses.

Complainant: Teacher 1

Respondent: Administrator 1

Date Complaint Received: April 2, 2024
Dates of Investigation: April 2 to May 25, 2024
Interviews:

District counsel interviewed the following witness on April 2, 2024:

- Administrator 1

The investigator interviewed the following witnesses on April 14, 2024:

- Teacher 1
- Teacher 2
- Administrator 2
- Administrator 3

The investigator interviewed the following witnesses on April 15, 2024:

- Student 1’s mother
- Student 1
- Student 2
- Administrator 4
- Administrator 5

V. INVESTIGATORY REQUIREMENTS

This investigation was conducted in accordance with 34 C.F.R. Part 106, including an objective and impartial collection of available evidence, as well as witness interviews and documentation.

Below is a chart detailing the regulatory requirements and date the investigation satisfied each requirement:

Jurisdictional Requirement	Date
34 C.F.R. § 106.45(b)(2): Parties must be provided with written notice of the allegations	April 3, 2024
34 C.F.R. § 106.45(b)(5)(v): Parties must be provided with written notice of the date, time, location, participants and purpose of the interviews	April 3, 2024
34 C.F.R. § 106.45(b)(5)(ii): Parties must be provided an equal opportunity to present witnesses and other evidence	During interviews on April 14 and 15, 2024
34 C.F.R. § 106.45(b)(5)(vi): Parties must be provided with a copy of the draft investigative report and be provided with at least 10 days to submit a written response for consideration in the final investigative report	May 10, 2024; parties did not provide a written response

34 C.F.R. § 106.45(b)(5)(vii): School must create a final investigative report that fairly summarizes the relevant evidence, which must be provided to the parties for their review and written response prior to the determination regarding responsibility/hearing

May 25, 2024

VI. SUMMARY OF ALLEGATIONS

Teacher 1 is a teacher at Doe School 1. Doe School 1 is an alternative school for District students who have been involved in significant disciplinary issues. Administrator 1 works at Doe School 1 and has a supervisory role over Teacher 1. Administrator 1 is male.

On April 2, 2024, Teacher 1 submitted, via email to the District’s online portal, an Employee Discrimination Grievance Form (Form). On the Form, Teacher 1 explained that Administrator 1 frequently called female students to his office and would make them uncomfortable by sitting them in a chair in front of a mirror, rubbing their shoulders from behind, and telling them how pretty they are.

During the investigation, Teacher 1 also submitted an additional allegation of retaliation on April 4, 2024. Specifically, Teacher 1 also alleged that after she filed her complaint on April 2, 2024, Administrator 4 denied her request for a donated sick day on April 3, 2024, in retaliation for her filing the complaint.

VII. JURISDICTION

The District has jurisdiction to investigate this matter because the Respondent is an administrator at a District school (Doe School 1), the female students attend Doe School 1, and Teacher 1 works at Doe School 1.

VIII. STANDARD OF PROOF

Per the District’s Title IX Policy, the standard of evidence for the decision-maker to apply to this investigation is the preponderance of the evidence standard (i.e., the evidence demonstrates that it is more likely than not that the conduct occurred).

IX. INTERVIEW SUMMARIES

The following are summaries of each witness’ interview with the investigator:

Teacher 2 (Exhibit D, p. 23-40)

Teacher 2 works in the same classroom as Teacher 1. On March 25, 2024, Teacher 1 was on leave and Student 1 asked to speak with Teacher 2 privately. Student 1 is female. Teacher 2 spoke with Student 1 in the hallway, and during their conversation Student 1 asked to not be sent to Administrator 1’s office because he “made her feel uncomfortable.” Teacher 2 documented

the conversation in handwritten notes in a notebook. The District provided Teacher 2's notes to the investigator, and the notes included in the report as Exhibit E.

The investigator's review of Teacher 2's notes confirm that on March 25, 2024, Student 1 asked to speak with Teacher 2 and told Teacher 2 that Administrator 1 made her feel uncomfortable; that when she was in Administrator 1's office most recently, he was rubbing on her arm and telling her how pretty she was, which made her feel uncomfortable; that he was telling her to look in the mirror, but she would not look up and kept staring straight ahead; and that she just wanted to get out of his office.

Teacher 2 knew Administrator 1 personally as a family friend outside of school, so after speaking with Student 1, Teacher 2 decided to speak to Administrator 1 at the end of the school day on March 25, 2024. During the discussion, Teacher 2 told Administrator 1 what Student 1 had conveyed to her during their discussion in the hallway, and Administrator 1 "did not seem upset" and told Teacher 2 that "nothing had happened" with Student 1. Teacher 2 did not report this information to anyone else at the District.

At the end of the school day the following day, on March 26, 2024, Administrator 1 came to classroom shared by Teacher 1 and Teacher 2 while Teacher 1 and Teacher 2 were wrapping up for the day. Teacher 2 observed that Administrator 1 approached Teacher 1 angrily, raised his voice and referred to Students 1, 2 and 3 as "heffas," and said that staff should "bring them heffas to me and let them say it to my face" the next time they report something to Teacher 1 or Teacher 2. Teacher 2 also confirmed that Administrator 1 said that he had a meeting scheduled with Student 1's parents and that "she had no idea what was coming to her."

Teacher 2 told the investigator that earlier during the 2023-2024 school year, a lunch-room monitor told her that she had overheard Student 1 and other students talking about Administrator 1 and referred to him as a "pervert." She also acknowledged that she had previously heard Administrator 1 refer to female students as "heffas."

Teacher 1 (Exhibit D, p. 12-22)

Teacher 1 was on leave March 25, 2024. When she returned to work on March 26, Students 1, Student 2 and Student 3 asked to speak with her privately in the hallway and told her that they did not feel comfortable with Administrator 1. Teacher 1 wrote in her complaint (Exhibit A) that the students told her that Administrator 1 "was always touching them and talking about how pretty they are." Student 3 also told Teacher 1 that her sister had attended Doe School 1 the year prior and the sister had also talked about Administrator 1 making her feel uncomfortable because he would put his arm around her neck, and one time his arm fell and touched her on the buttocks.

Teacher 1 told the investigator that she immediately reported what the students told her to Administrator 3 that same day (March 26), in the middle of the day. At the end of the day, as soon as the students left the classroom, Administrator 1 came to her classroom while she and Teacher 2 were wrapping up for the day.

Teacher 1 filed an Employee Discrimination Grievance Form regarding the information provided to her by Students 1, 2 and 3, and the incident in the classroom involving Administrator 1, on April 2, 2024 (Exhibit A). According to the Employee Discrimination Form, Administrator 1 said the following to Teacher 1, in front of Teacher 2:

When these little heffas get in trouble, they always make something up to get out of it! I don't mess with no heffas! The next time one of these heffas wants to accuse me of something, you will bring them to me so they can accuse me to my face! This little heffa has no idea what's coming to her. I've called her mom in for a meeting and she is going to be so surprised! I'm gonna get her and she won't even see it coming!

Teacher 1 told the investigator that on April 2, 2024, Student 2 told her about additional conduct by Administrator 1 that made her uncomfortable, including that Administrator 1 approached Student 2 and Student 3 on that date in class, walked between them, put his arms around their shoulders, massaged their shoulders and said, "I just want to see what you're working on." Teacher 1 documented the conversation in writing in the class communication log, dated April 2, 2024, which was provided to the investigator and is attached as Exhibit G. Teacher 1 wrote in the log:

As Student 1 had already complained about Administrator 1 touching her too much, and Administrator 1 had already been made aware of her complaints during a meeting that took place with her parents, Student 1 felt the need to call her mom, so she did.

With regard to Teacher 1's allegation regarding the sick leave donation, she stated in her interview that she emailed Administrator 4 to request a sick leave bank day on April 3, 2023, in which she requested a one-day sick leave bank donation due to a back spasm. Her request was denied that same date. Teacher 1 believes the denial was in retaliation for reporting the allegations against Administrator 1.

Student 2 (Exhibit D, p. 40-45)

Student 2 is in Teacher 1 and Teacher 2's class with Student 1. Student 2 told the investigator that she was sent to Administrator 1's office recently – she could not recall the exact date but stated that it had been within a week of speaking with Teacher 1. Student 2 said that Administrator 1 told her to look in the mirror as he came up from behind her and got very close to her, and told her to look in the mirror while remarking how pretty she was. Student 2 said that this was not the first time that Administrator 1 engaged in this conduct, and that he had done this over a dozen times to her during the course of the school year. Student 2 told the investigator that other female classmates had remarked that Administrator 1 was "weird" and had asked them to "look in the mirror and stuff" in his office.

Administrator 2 (Exhibit D, p. 45-47)

Administrator 2 acknowledged that on March 26, 2024, Teacher 1 came to her office in the middle of the day to report that Student 1, Student 2 and Student 3 had informed her that Administrator 1 made them uncomfortable and had been touching them and saying that they were pretty. Administrator 2 said that she immediately called Administrator 3 to relay the information.

Administrator 2 told the investigator that, at the end of the school day, Administrator 1 called her and pressured her to reveal which teacher made the report to her and that she eventually told Administrator 1 that Teacher 1 had made the report.

Administrator 2 acknowledged that she had previously heard Administrator 1 refer to female students as “heffas.”

Administrator 2 recalled that Student 1’s mother came to the front office on April 2, 2024, after another alleged incident involving Administrator 1. Administrator 2 recalled that Student 1’s mother reported that Administrator 1 had made Student 1 uncomfortable by putting his arm around her that day.

Administrator 3 (Exhibit D, p. 48-54)

Administrator 3 acknowledged that, in the middle of the day on March 26, 2024, Administrator 2 came to her office to report that Student 1, Student 2 and Student 3 told Teacher 1 that day that Administrator 1 made them uncomfortable and had been touching them and saying that they were pretty. Administrator 3 also acknowledged that Administrator 2 stated that this information was relayed directly to her by Teacher 1 earlier that day.

Administrator 3 told the investigator that, after learning of the allegations, she went to Administrator 1’s office at the end of the school day to discuss it with him. Administrator 3 stated that Administrator 1 asked which teacher reported the conduct, and she told him that she did not know. Administrator 3 told the investigator that she did not report the allegations to anyone else at the school.

Administrator 3 told the investigator that Administrator 1 would frequently tell female students that they looked beautiful or that they looked nice, and that prior to Covid-19, there were a couple of complaints from female students that Administrator 1 made them uncomfortable. Administrator 3 also acknowledged that she had previously heard Administrator 1 refer to female students as “heffas.”

Administrator 1 (Exhibit D, p. 55-62)

Administrator 1 acknowledged that at the end of the day on March 25, 2025, Teacher 2, who was also a family friend, told him that a student told her that Administrator 1 made the student uncomfortable. According to Administrator 1, no clarification or further details were provided, so he “shrugged it off.”

Administrator 1 acknowledged that in the late afternoon of March 26, 2024, Administrator 3 came to his office and told him that a teacher at the school reported to her that female students had told the teacher that Administrator 1 made them uncomfortable, that he touched them and told them that they were pretty. Believing that it was the same allegations that Teacher 2 reported to him the day before, Administrator 1 asked Administrator 3 to confirm which teacher reported the allegations. Administrator 1 said that Administrator 3 immediately told him that it was Teacher 1 who reported the allegations to her. Administrator 1 acknowledged that he was angry upon learning of the allegations, as he believed that they were false allegations.

Administrator 1 acknowledged that he confronted Teacher 1 in her classroom while she was wrapping up at the end of the day on March 26, 2024, with Teacher 2. He told District counsel that his intent was to convey to Teacher 1 and Teacher 2 that “they were entertaining that nonsense, and we just got to be professional in how we handle things, and that’s what I made clear to both of them...[t]hey were gossiping, and they were just basically listening to what the girls wanting to say.”

When asked, Administrator 1 acknowledged that while speaking to Teacher 1 in her classroom, he referred to Student 1 as a “a heffa,” but clarified during his interview:

[Y]ou asked somebody did I say heffa cause I, I said I’m going to let this heffa know. I wasn’t calling her out of turn. I said I’m going to let this heffa know that this is how we deal with business and this is how we’re going to deal with this head on because her mother and father, especially her mother, cause the father was the first time I met with him.

Administrator 1 stated that he did not use the term “heffa” in a negative way and that to him the term means “just a female.” He explained that his use of the term “wasn’t negative, cause I didn’t call her no B. It just means I’m going to let this girl know.”

When asked about touching students, Administrator 1 said that the only way he touches students is with a fist bump, high five, or slap on the shoulder or back. When asked about telling students they are beautiful, Administrator 1 explained that he tries to explain to students that they have to act the way that they look, and that if they come into school looking cute, but then use profanity and have negative behavior, he asks the student to look in the mirror and explains to them that their behavior does not match their appearance.

Administrator 4 (Exhibit D, p. 63-68)

Administrator 4 told the investigator that he had heard that Administrator 1 had been previously counseled years prior for referring to students as “heffas” when Administrator 1 served in a different role at Doe School 1.

Administrator 4 acknowledged that on April 2, 2024, Administrator 5 informed her of another alleged incident involving Student 1 and Administrator 1. In response to the new information, the same day, Administrator 4 submitted a report to Child Protective Services on behalf of Student 1 against Administrator 4.

During her interview, Administrator 4 also stated that another female student (Student 4), who is Student 1's female cousin, made a complaint regarding Administrator 1 in Spring 2024. Student 4 alleged that Administrator 1 made her feel uncomfortable when she was called to his office, and that he would make her sit in a chair in front of the mirror and tell her that she was pretty while rubbing her shoulders. The complaint was added to the report submitted to Child Protective Services and Student 4 was permitted to transition to virtual school.

With regard to Teacher 1's request for a donated sick leave day, Administrator 4 acknowledged receiving the request via email on April 3, 2024, and denying the request via email that same day. Administrator 4 explained that the request was denied because, per policy, Teacher 1's request was limited to one day and Teacher 1 did not submit the necessary physician certification that she suffered from a medically certified injury, illness or impairment that was caused or was likely to cause her to be absent for at least 10 days.

Student 1 and Her Mother (Exhibit D, p. 69-73)

Student 1's mother said that a meeting with Administrator 1 and her husband and daughter was already scheduled for March 27, 2024. Student 1's mother said that the original intent of the meeting was to discuss Student 1's behavior, but even before introductions were made, Administrator 1 said: "I just want y'all to know that I'm being investigated for inappropriate conduct with some of the girls here and I want you to know its false." Student 1's mother said that Student 1's father then asked Student 1 if Administrator 1 had done anything to her, and Student 1 "looked down and shook her head no." Student 1's mother told Student 1 that she could be honest and tell her parents and Student 1 again shook her head no.

Student 1 said during her interview that she did not feel comfortable acknowledging that Administrator 1 had touched her during the meeting, in front of Administrator 1. According to Student 1's mother, the rest of the meeting was focused on Student 1's behavior. However, because Student 1's mother was concerned about the allegation about Administrator 1 engaging in inappropriate conduct with female students, after the meeting, she went to the central office and spoke with Administrator 5. According to Student 1's mother, Administrator 5 reassured her that nothing had happened and that Student 1 was fine to continue at school.

During her interview, Student 1 said that several days after she reported to Teacher 1 that Administrator 1 was making her uncomfortable, on April 2, 2024 she also told Teacher 1 that he made her uncomfortable again by approaching her and Student 3 during class, walked between them, put his arms around their shoulders, massaged their shoulders and said, "I just want to see what you're working on."

Student 1's mother also said in her interview that on April 2, 2024, Student 1 called her to tell her mother that Administrator 1's hand had grazed the side of her breast during an interaction. Student 1's mother said that she immediately went to the central office, and spoke to Administrator 5 about the incident. According to Student 1's mother, she told Administrator 5 that Student 1 "wouldn't be in this situation if Administrator 1 wasn't in the school while being investigated for sexual misconduct." Student 1's mother stated in her interview that

Administrator 5 told her that “nothing happened.” To keep Student 1 safe, Student 1’s mother elected to keep Student 1 home thereafter and Student 1 then transitioned to virtual learning for the remainder of the school year.

Administrator 5 (Exhibit D, p. 74-76)

Administrator 5 recalled that Student 1’s mother spoke to Administrator 5 following another alleged interaction between Student 1 and Administrator 1 on April 2, 2024. Administrator 5 stated in her interview that Student 1’s mother asked for Student 1 to complete the school year at home, so Administrator 5 provided Student 1 with a laptop that same day. Administrator 5 stated that she asked Student 1 to demonstrate how Administrator 1 had touched her, and whether he had touched her breast, which Student 1 denied. However, Administrator 5 reported the new alleged incident to Administrator 4 that same day.

X. DOCUMENTATION

The documentation provided for review includes:

- Teacher 1’s Employee Discrimination Grievance Form (Exhibit A)
- Teacher 2’s notes of her conversations with Student 1 on March 25, 2024.
- Administrator 1’s Employee File (Exhibit F)
- Teacher 1’s Class Communication Log (Exhibit G)
- April 2, 2024 Letter to Administrator 1 from the Superintendent (Exhibit H)
- April 3, 2024 communications re: sick leave (Exhibit I)
- Documentation of other employee requests for donated sick leave 2022-2023 and 2023-2024 (Exhibit K)

Teacher 1’s Employee Discrimination Grievance Form, Class Communication Log, April 2 letter from Administrator 1 and April 2 communications regarding sick leave

Relevant portions of the Employee Discrimination Form, Class Communication Log, April 2 letter from Administrator 1, and the April 2 communications regarding sick leave are described above, in the interview summaries.

April 2, 2024 Letter to Administrator 1 from the Superintendent

The April 2, 2024 letter from the Superintendent (Appendix H) informed Administrator 1 that the District received a complaint that Administrator 1 had engaged in “inappropriate conduct,” and that the District was initiating an investigation. The letter also advised Administrator 1 that he was being suspended with pay during the investigation.

Administrator 1’s Employee File

Administrator 1’s Employee File shows that Administrator 1 received two other complaints against him during his employment at the District. One was regarding an improper evaluation that he conducted of an employee in 2009, and the other was in 2011, when Administrator 1 was

suspended with pay pending an investigation regarding “conduct unbecoming of a school employee” during an incident at school. The investigator requested clarifying information regarding the incident, but no other information or documentation was provided. Administrator 1 said during his interview that he could not recall any details regarding the prior incident.

Documentation of Donated Sick Leave Requests

The documentation regarding donated sick leave requests shows that 8 employees were also denied a sick leave donation during the 2022-2023 and 2023-2024 school years similar to the reasons provided for denying Teacher 1’s request.

End Report.

FINAL ADMINISTRATIVE INQUIRY REPORT

CONFIDENTIAL INFORMATION – NOT FOR DISTRIBUTION

TO: [Name], Complainant
[Email address]

Dr. [Name], Respondent
[Email address]

[Name], for Respondent Student Organization
[Email address]

FROM: Amy Niedzalkoski, Investigator
amy@evergreenllc.education

DATES: Administrative Inquiry Opened: August 1, 2025
Date of this Report: September 14, 2025

I. INTRODUCTION

A. EXECUTIVE SUMMARY

I, Amy Niedzalkoski of Evergreen Education Solutions, LLC (“the Investigator”) completed the administrative inquiry of the report of Prohibited Conduct involving [The University] (“University”) former student [Name] (“Complainant”), Dr. Name (“Respondent Administrator”), and the [Student Organization] (“Respondent Student Organization”) (collectively, the “parties”). The Investigator conducted the administrative inquiry pursuant to the [University’s 2024-2025 Discrimination and Harassment Policy] (“24-25 Policy”) and the [University’s Interim 2024-2025 Discrimination and Harassment Procedures] (“24-25 Interim Procedures”).

B. STANDARD OF EVIDENCE

The University applies the preponderance of the evidence as the standard of proof under the 24-25 Interim Procedures, in which an allegation is proven if, based on the credible, relevant information acquired during the investigation on one side outweighs the credible, relevant information on the other side, such that it is more likely than not the alleged fact or conduct occurred.

C. SUMMARY OF FINDINGS

In brief preview and for the reasons set forth in the analysis below, the Investigator finds that there is insufficient evidence, by a preponderance of the evidence standard, to find that Respondent Administrator and Respondent Student Organization are responsible for discriminating against the Complainant or subjecting her to a hostile environment based on her national origin (shared ancestry antisemitism) as alleged.

D. UNIVERSITY'S COMMENCEMENT OF ADMINISTRATIVE INQUIRY

On [Date], 2025, the University's Office of Equal Opportunity and Title IX ("EOIX") received a complaint form from the Complainant that alleged Respondent Administrator and Respondent Student Organization discriminated against her and subjected her to a hostile environment based on her national origin (shared ancestry antisemitism).¹ On [date], 2025, the EOIX provided the Complainant, Respondent Administrator, and Respondent Student Organization with a Confidential EOIX Notice of Administrative Inquiry, notifying the parties of the University's commencement of this administrative inquiry, and providing links to the 24-25 Policy and 24-25 Interim Procedures.²

Nature of Report

The Complainant alleged that, during the 2024-2025 academic year, Respondent Administrator and Respondent Student Organization, on multiple occasions, discriminated against her and subjected her to a hostile environment based on her national origin (shared ancestry antisemitism). As set forth in the Confidential Notices of Administrative Inquiry, the Complainant alleged that she felt unwelcome from participating in Respondent Student Organization-sponsored events by Respondent Administrator and Respondent Student Organization based on her religious identity and that many Respondent Student Organization members "stop[ped] talk[ing] to [her]" because of the Complainant's participation in Hillel, a Jewish student organization at the University. Specifically, the Complainant alleged that during Winter Quarter [Year], Respondent Administrator communicated to the Complainant that Respondent Student Organization "did not feel comfortable collaborating" with the Complainant because of her engagement with Hillel. Additionally, the Complainant alleged that on [date], 2025, Respondent Administrator told the Complainant that she "needed to be less Jewish and focus on her [Other identity]."

E. POTENTIAL PROHIBITED CONDUCT

The University charged the Investigator with investigating the following Prohibited Conduct under the 24-25 Policy:

¹ Appendix pg. 54

² Appendix pg. 84

III.B. Discriminatory Harassment

Discriminatory Harassment is a form of discrimination based, in whole or in part, upon an individual's Protected Status and includes the following:

III.B. 2. Hostile Environment Harassment

Hostile Environment Harassment is unwelcome conduct that based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the University's education program or activity or, in the context of employment, is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.³

F. ADMINISTRATIVE INQUIRY PROCEDURAL STEPS

DATE	ACTION
[Date], 2025`	Notices of Allegations and Administrative Inquiry were issued to the parties; the parties were given two business days to object to the Investigator and were provided with an opportunity to request an informational meeting
[Date], 2025	Investigator sent initial outreach to Complainant to schedule interview
[Date], 2025	Complainant submitted evidentiary item (one email) to Investigator
[Date], 2025	Investigator interviewed Complainant via Zoom
[Date], 2025	Investigator sent initial outreach to Respondent Administrator to schedule interview
[Date], 2025	EOIX sent initial outreach to Witness Professor 1
[Date], 2025	Investigator sent initial outreach to Witness Professor 1 to schedule interview
[Date], 2025	Investigator interviewed Witness Professor 1 via Zoom
[Date], 2025	Investigator interviewed Respondent Administrator via Zoom
[Date], 2025	Respondent Administrator submitted evidentiary items, including emails, electronic calendar entries, and screen shots, and supporting context for these evidentiary items
[Date], 2025	EOIX sent initial outreach to Witness Professor 2
[Date], 2025	Investigator interviewed Witness Professor 2 via Zoom
[Date], 2025	Witness Professor 2 submitted evidentiary items, including one email and a link to Respondent Student Organization's Instagram account

On [date], 2025, EOIX assigned the Investigator to conduct the administrative inquiry. Also on [date], 2025, as further detailed above, the Office of Equal Opportunity & Title IX issued the Confidential EOIX Notice of Administrative Inquiry to the parties.

³ Appendix pg. 1

On [date], 2025, the Investigator interviewed the Complainant via Zoom.⁴ The Complainant did not elect to have an advisor present during the interview. At the time of the alleged conduct, the Complainant was enrolled as a student at the University and was a recipient of the [Redacted] Scholarship (the Scholarship). The Complainant periodically met with Respondent Administrator in her capacity as advisor to recipients of the Scholarship. In addition, at all relevant times the Complainant maintained some affiliation with Respondent Student Organization. The Complainant identified one (1) potential witness during her interview: Professor 1.

On [date], 2025, the Investigator interviewed Professor 1 via Zoom.⁵ At the time of the alleged conduct, Professor 1 was the Director of the University's [Redacted]. Professor 1 knows the Complainant because of her involvement in the [Redacted] and because she reported the alleged antisemitism by Respondent Administrator to him in by email on [date], 2025.

On [date], 2025, the Investigator interviewed Respondent Administrator via Zoom.⁶ Respondent Administrator elected to have Professor 3 present as her support person during the interview. At the time of the alleged conduct, Respondent Administrator was the [Redacted]. Respondent Administrator served as the Complainant's Scholarship advisor. During the interview(s), Respondent Administrator identified one (1) potential witness: Professor 2, Faculty Advisor to Respondent Student Organization.

On [date], 2025, the Investigator interviewed Professory 2 via Zoom.⁷ At the time of the alleged conduct, Professor 2 was the Faculty Advisor to Respondent Student Organization. Other than being a member of the committee that reviewed applications for the Scholarship, Professor 2 was not familiar with the Complainant prior to learning of this complaint.

The Investigator also gathered emails, electronic calendar entries, and social media posts, as well as other relevant documentation and evidence from the parties and witnesses. Because the material the Investigator collected is voluminous in nature, the Investigator has not listed it in this overview of the administrative inquiry; however, all evidence relevant to the allegations in this case – including both inculpatory and exculpatory evidence – is included in the appendix to this report.

⁴ Appendix pg. 96

⁵ Appendix pg. 119

⁶ Appendix pg. 126

⁷ Appendix pg. 142

II. SUMMARY OF ADMINISTRATIVE INQUIRY

A. BACKGROUND

The Complainant is [Other identity] and Jewish. She was enrolled as a [redacted] at the University during the 2023-2024 academic year and as a [redacted] during the 2024-2025 academic year. The Complainant left the University at the end of the Spring 2025 semester. While enrolled at the University, the Complainant was a recipient of the Scholarship. She was also a member of Hillel. In [date], she became the [redacted] of Hillel, and prior to that she served as Hillel's [redacted].⁸

Respondent Administrator is the [redacted]. Respondent Administrator explained that in that role, she works closely with the University's [redacted] students. In addition, each year Financial Aid provides her with a list of Scholarship recipients, and she reaches out to them in an advisor capacity to introduce herself and to provide whatever support they need.⁹

Respondent Student Organization is a campus organization that consists of, but is not limited to, students and faculty of [redacted]. Respondent Student Organization's goal is to increase awareness and allies on the University's campus and to provide fellowship and support for members, as well as promoting diversity. Respondent Student Organization has 10 officers and 33 members.¹⁰ Although Professor 2 serves as the Faculty Advisor to Respondent Student Organization, she explained that Respondent Student Organization is student run and that the students are responsible for the planning and execution of Respondent Student Organization events.¹¹ The Complainant participated in Respondent Student Organization events while enrolled at the University.

B. THE SCHOLARSHIP

It is undisputed that the Complainant was a recipient of the Scholarship while she was enrolled at the University. The Scholarship is a competitive scholarship that focuses on commitment and involvement in the [redacted] communities.¹² Respondent Administrator and Professor 2 both served on the committee that reviewed applications for the Scholarship the year the Complainant applied and was selected as a recipient.¹³

1. Respondent Administrator's role in the Scholarship

Respondent Administrator served as an advisor for recipients of the Scholarship. The Complainant and Respondent Administrator agree that in her role as Scholarship advisor,

⁸ Appendix pg. 96

⁹ Appendix pg. 96

¹⁰ Appendix pg. 186

¹¹ Appendix pg. 142

¹² Appendix pg. 196

¹³ Appendix pg. 126 and pg. 142

Respondent Administrator regularly meets with students to get to know them on a personal level, discuss things such as scheduling and how the semester is going, and provide any additional support they need.¹⁴

2. Requirements to maintain the Scholarship

The Complainant and Respondent Administrator disagree about steps recipients are required to take in order to maintain the Scholarship. The Complainant stated that in order to maintain her scholarship, she was required to meet quarterly with Respondent Administrator in her role as Scholarship advisor and to participate in Respondent Student Organization events.¹⁵ According to Respondent Administrator, however, there are no “hard requirements” to maintain the Scholarship other than maintaining a specific grade point average.¹⁶

Requirement of quarterly meetings with Respondent Administrator

The Complainant stated that as a recipient of the Scholarship, she was required to meet quarterly with Respondent Administrator, and that she did so beginning in the Fall 2023 when she was a freshman.¹⁷ Respondent Administrator, however, maintains that while she encourages students to meet with her quarterly, doing so is not a condition of maintaining the Scholarship and that not all Scholarship recipients do so.¹⁸ In support of her assertion, Respondent Administrator provided the Investigator with an email to Scholarship recipients dated [date], 2025 titled “Winter Quarter Check-In Time and Description of [redacted] Fund Resource.” In that email, Respondent Administrator stated, “I would like to hear how the year has been going and what support I can provide. While this meeting is not mandatory, I strongly encourage you to check in.”¹⁹ Respondent Administrator stated that she does not submit any information to Financial Aid regarding whether or not a scholarship recipient has attended quarterly meetings with her and that there is no mechanism to track participation in these meetings.²⁰

In addition, Respondent Administrator stated that the Complainant did not attend a quarterly meeting with her until [date] 2025, by which time the Complainant was in the second half of her [redacted] year at the University. Following her interview with the Investigator, Respondent Administrator searched her electronic calendar and was not able to locate any meetings with the Complainant prior to [date] 2025.²¹

¹⁴ Appendix pg. 96 and pg. 126

¹⁵ Appendix pg. 96

¹⁶ Appendix pg. 126

¹⁷ Appendix pg. 96

¹⁸ Appendix pg. 126

¹⁹ Appendix pg. 168

²⁰ Appendix pg. 126

²¹ Appendix pg. 126

Requirement to participate in Respondent Student Organization

The Complainant stated that while she does not believe participating in Respondent Student Organization events was a requirement to maintain the Scholarship, she believes Respondent Administrator told her that doing so was required. The Complainant also stated that she received an email from Respondent Administrator telling her she should be at the [redacted] as part of her community engagement related to the Scholarship. The Complainant told the Investigator that she deleted this email, however, because her University email account is going to be deleted because she transferred to a new University for the 2025-2026 school year.²² Respondent Administrator provided a copy of an email she sent to the Complainant on [date], 2025 entitled "[redacted]." At the top of the email, Respondent Administrator wrote, "Please share with your student groups!" The remainder of the email contained a description of, and schedule for, the event.²³

Respondent Administrator stated that Community Scholarship recipients are encouraged, but not required to, engage with the University community, and that the scholarship application itself asks how the students will contribute to the University community. Respondent Administrator denies that Scholarship recipients are required to be members of Respondent Student Organization or participate in Respondent Student Organization events. Respondent Administrator stated that she sends scholarship recipients information about Student Organization events as a means of helping them engage with the University community. In addition, she explained that there are scholarship recipients who are involved in a variety of non-Respondent Student Organization groups and that she encourages that because she wants all students to find a sense of belonging on campus. Respondent Administrator also stated that she does not submit any information to Financial Aid regarding whether or not a scholarship recipient attends Respondent Student Organization events.²⁴

Professor 2 also stated that participating in Respondent Student Organization events is not a condition of maintaining the Scholarship, and that there have been recipients who have never participated in Respondent Student Organization. Professor 2 stated that the overarching goal is that recipients find community within the University, whatever community that may be.²⁵

The Complainant contends she could not attend any Respondent Student Organization events because they were all on Friday evening, which conflicted with her religious observance of Shabbat. The Complainant clarified that there was one exception in which an event was not held on a Friday evening - the [redacted], which was on a Saturday - but stated that she still could not attend that event due to her religious observance. The Complainant stated that she never discussed with Respondent Administrator or Respondent Student Organization whether it was possible for Respondent Student Organization to hold events at a day and time other

²² Appendix pg. 96

²³ Appendix pg. 157

²⁴ Appendix pg. 126

²⁵ Appendix pg. 142

than Friday evenings. In addition, the Complainant stated that neither Respondent Administrator nor Respondent Student Organization ever asked her whether it would be helpful to have an event on a night other than Friday.²⁶

Professor 2 disputes that Respondent Student Organization events are primarily held on Friday nights. Professor 2 explained that Respondent Student Organization has recently started holding weekly socials on Friday nights, but that those are often not well attended. Professor 2 also provided a link to Respondent Student Organization's Instagram account where the organization publishes its events. Respondent Student Organization Instagram account publicized 15 events during the 2024-2025 academic year. Of the 15 events, two (2) of them took place on a Friday evening and one (1) took place on a Friday from noon until 2:00 p.m. In addition, one of them, the [redacted], took place on a Saturday. The Friday nights socials were not published on Respondent Student Organization's Instagram account.²⁷

C. COMPLAINANT'S EXCLUSION FROM RESPONDENT STUDENT ORGANIZATION

The Complainant alleged that, during the 2024-2025 academic year, Respondent Student Organization, on multiple occasions, discriminated against her and subjected her to a hostile environment based on her national origin (shared ancestry antisemitism). Specifically, the Complainant alleged that she felt unwelcome from participating in Respondent Student Organization-sponsored events based on her religious identity; that many Respondent Student Organization members stopped talking to her because of her participation in Hillel and her lack of participation in the Spring 2024 encampment in support of Palestine on campus; and that Respondent Student Organization refused to partner with Hillel for campus events.

The parties agree that the Complainant was active in Respondent Student Organization during her freshman year. For example, Respondent Administrator provided email correspondence she exchanged with the Complainant in [date] confirming that the Complainant would participate in the Respondent Student Organization [Event].²⁸ In addition, Professor 2 provided an email dated [date], from Respondent Student Organization to the Complainant nominating the Complainant as the Student Organization Treasurer for the [Year] academic year.²⁹ The parties disagree that Respondent Student Organization excluded the Complainant because she is Jewish or because she did not participate in the Spring 2024 encampment or that they refused to engage in events sponsored by, or affiliated with Hillel.

²⁶ Appendix pg. 96

²⁷ Appendix pg. 180

²⁸ Appendix pg. 171

²⁹ Appendix pg. 170

1. Respondent Student Organization members stopped talking to the Complainant because she is Jewish and because she did not participate in the Spring 2024 encampment

The Complainant stated that once Respondent Student Organization members found out that she is Jewish during her freshman year, they treated her differently. As an example, the Complainant stated that at one meeting members asked if she wanted to go out to dinner or continue hanging out, and when she replied that she could not because she had to go to Shabbat dinner, one of the members gave her “a really weird look.” The Complainant explained that after that incident, she felt unwelcome by members of Respondent Student Organization.³⁰

The Complainant stated that one reason she did not attend Respondent Student Organization events in the 2024-2025 academic year was because members stopped talking to her because she did not participate in the Spring 2024 encampment. She explained that during the encampment, Respondent Student Organization members would message the Respondent Student Organization group chat with messages such as, “If you want to help us out” and “If you want to come support.” The Complainant stated that she found these messages to be “off-putting.”³¹ The Complainant also stated that when the Spring 2024 encampment started, she was with the Director of Hillel who was at the encampment helping students who were confused or upset by what was happening. The Complainant believes that members of Respondent Student Organization saw her with the Director of Hillel at the encampment. The Complainant stated that there was a distinct difference in the way Respondent Student Organization members treated her after they observed her with the Director of Hillel at the encampment than before. For example, the Complainant stated that, after the Spring 2024 encampment, she attended Respondent Student Organization’s [redacted] event on [date], 2024, but she quickly left because everyone in the room was staring at her.³²

Professor 2 stated that she did not know the Complainant is Jewish until she learned of the instant complaint. In addition, Professor 2 explained that the students who are most involved with Respondent Student Organization, such as the co-chairs, check in with her regularly, and that neither they nor any other student ever reported any concerns about the Complainant, that she is Jewish, that she was involved with Hillel, or that she did not participate in the Spring 2024 encampment. In support of her position, Professor 2 provided an email from Respondent Student Organization to the Complainant dated [date], in which the Complainant was nominated for the position of Treasurer of Respondent Student Organization. Professor 2 noted that this email was sent at the same time the Spring 2024 encampment was taking place on

³⁰ Appendix pg. 96

³¹ Appendix pg. 96

³² Appendix pg. 96

campus.³³ Professor 2 further stated that she is aware of only two (2) Respondent Student Organization members who participated in the Spring 2024 encampment.³⁴ Respondent Administrator also stated that she was not aware of Respondent Student Organization having any concerns with the Complainant for these reasons.³⁵

2. Respondent Student Organization refused to engage in events sponsored by, or affiliated with, Hillel

Hillel Speaker Event

The Complainant explained that during her [date] 2025 meeting with Respondent Administrator, she told Respondent Administrator about an upcoming Hillel event with a speaker who was coming to Hillel to talk about being Black and Jewish. According to the Complainant, she asked Respondent Administrator to let other members of the Respondent Student Organization know about the event, but never heard back from her, and later, Respondent Administrator told her that the Respondent Student Organization board reviewed the event and determined it did not want to support the event because the speaker's "ideology is damaging."³⁶

Respondent Administrator provided the Investigator with emails dated [date], 2025 in which the Complainant asked the Respondent to distribute a flyer for an event that was scheduled for [date], 2025, and sponsored by Hillel, entitled [Title], that featured a speaker. The email documentation shows that Respondent Administrator emailed the flyer to the Respondent Student Organization executive board. Respondent Administrator's message to the executive board stated, "This was shared by one of our members, [Complainant], who is a part of this group. Can we share this through the social media group me? Let's show our support."³⁷ Respondent Administrator denied having any knowledge of Respondent Student Organization declining to participate in the event because the speaker's "ideology is damaging" or any other reason.³⁸ Respondent Administrator also provided a revised copy of the flyer showing that the event had been cancelled due to "travel complications."³⁹

Professor 2 told the Investigator that she is not aware of any complaints or concerns of Respondent Student Organization members regarding the speaker sponsored by Hillel.⁴⁰

The Complainant also stated that in [date] 2025, she reached out by email to the Respondent Student Organization board about participating in a Hillel event entitled [Title], but that she was

³³ Appendix pg. 170

³⁴ Appendix pg. 142

³⁵ Appendix pg. 126

³⁶ Appendix pg. 96

³⁷ Appendix pg. 155

³⁸ Appendix pg. 126

³⁹ Appendix pg. 200

⁴⁰ Appendix pg. 142

completely ignored and did not receive a response.⁴¹ Respondent Administrator provided the Investigator with an email exchange she had with the Complainant on [date], 2025 in which the Complainant asked for a contact person at Respondent Student Organization because Hillel was sponsoring an event called [Title] that Hillel wished to collaborate with as many student organizations as possible. Respondent Administrator responded shortly thereafter and included Respondent Student Organization executive board on the email in order to make the introduction.⁴²

Professor 2 stated that generally speaking, it is very difficult to get students to participate in speaker events. In support of her position, she provided an anecdote of low attendance at speaker events she invites her students to attend in order to earn extra credit. In addition, she disputed that Respondent Student Organization can be considered as a monolith and that its membership would operate as one entity and refuse to attend or participate in an event.⁴³

Center for Judaic Studies Assistance to Respondent Student Organization for the [redacted]

The Complainant stated that Respondent Student Organization used to seek assistance from the [redacted] for the annual [redacted], but that she learned Respondent Student Organization has not done so for the past couple of years.⁴⁴ Professor 1 told the Investigator that in the past, the [redacted] provided funding for the [redacted] event, but that for approximately the past two years, the [redacted] did not receive a request for funding for the event. Professor 1 does not know why the [redacted] has not been approached recently for funding for the [redacted].⁴⁵

D. COMPLAINANT'S RELATIONSHIP WITH RESPONDENT ADMINISTRATOR

The Complainant alleged that, during the 2024-2025 academic year, Respondent Administrator, on multiple occasions, discriminated against her and subjected her to a hostile environment based on her national origin (shared ancestry antisemitism). Specifically, the Complainant alleged that Respondent Administrator made her feel unwelcome at Respondent Student Organization-sponsored events based on her religious identity; that during Winter Quarter [Year], Respondent Administrator communicated to the Complainant that Respondent Student Organization "did not feel comfortable collaborating" with the Complainant because of her engagement with Hillel; and that on [date], 2025, Respondent Administrator told her that she "needed to be less Jewish and focus on her [Other identity]."

⁴¹ Appendix pg. 96

⁴² Appendix pg. 161

⁴³ Appendix pg. 142

⁴⁴ Appendix pg. 96

⁴⁵ Appendix pg. 119

As explained above, it is undisputed that Respondent Administrator served as the Complainant's Scholarship advisor while the Complainant was enrolled at the University. The Complainant and Respondent Administrator disagree about when the Complainant first met with Respondent Administrator, the frequency of their meetings, and what was discussed during those meetings.

[Date] 2025 meeting

The Complainant contends that she met quarterly with Respondent Administrator beginning in the Fall [Year] at the start of her [redacted] year.⁴⁶ Respondent Administrator, however, told the Investigator that the first one-on-one meeting she had with the Complainant was on [date], 2025, and provided an electronic calendar entry showing that she met with the Complainant on that date.⁴⁷ Respondent Administrator told the Investigator that she reviewed her calendar and did not have any individual meetings with the Complainant prior to [date] 2025.⁴⁸

The Complainant told the Investigator that she first told Respondent Administrator she is Jewish during their meeting on [date], 2025. The Complainant also stated, however, that she believes Respondent Administrator learned she is Jewish in Fall [Year] when the Complainant was volunteering at an information table for Hillel. According to the Complainant, Respondent Administrator stopped by Hillel's table and made eye contact with everyone at the table except for her. According to the Complainant, after the [date] 2025 meeting in which she told Respondent Administrator she is Jewish, it felt like there was some hostility on the part of Respondent Administrator and that she felt uncomfortable engaging in conversations with Respondent Administrator.⁴⁹ Respondent Administrator stated that she first learned the Complainant is Jewish when the Complainant told her during their [date] 2025 meeting.⁵⁰

The Complainant and Respondent Administrator agree that during their meeting on [date], 2025, they discussed how the Complainant was doing, the Complainant's leadership role in Hillel, and the Complainant's upcoming trip to Israel to learn more about her Jewish heritage. Respondent Administrator also recalled that the Complainant was seeking funding for that trip. Respondent Administrator stated that following that meeting, she helped the Complainant obtain funding from the [redacted] towards expenses associated with that trip. Respondent Administrator did not recall discussing the Complainant's involvement with Respondent Student Organization during this meeting.⁵¹

Respondent Administrator provided the Investigator with an email the Complainant sent her on [date], 2025 in which the Complainant provided information about the Hillel of [State]'s

⁴⁶ Appendix pg. 96

⁴⁷ Appendix pg. 167

⁴⁸ Appendix pg. 126

⁴⁹ Appendix pg. 96

⁵⁰ Appendix pg. 126

⁵¹ Appendix pg. 126

birthright trip to Israel she intended to participate in during [date] 2025.⁵² According to Respondent Administrator, she asked the Complainant to send her the contact information for the trip so Respondent Administrator could “learn more and find ways to collaborate and support.”⁵³ Respondent Administrator also provided email correspondence she exchanged with the Complainant on [date], 2025 in which she invited the Complainant to meet with her in order to secure funding for a passport application; an email to the Complainant dated [date], 2025, in which she provided the Complainant with information for the University’s [Funding Application]; and a digital receipt showing that the [redacted] paid \$350 towards the Complainant’s trip to Israel that was scheduled for [date] 2025.⁵⁴

Respondent Administrator also provided an electronic calendar entry showing that she met with the Complainant on [date], 2025, to further discuss ways she could support the Complainant’s trip.⁵⁵

[Date] 2025 Meeting

The Complainant and Respondent Administrator agree that they met in [date] 2025, but they disagree about what was discussed during that meeting.

According to the Complainant, during their [date] 2025 meeting, Respondent Administrator asked the Complainant why she could not attend Respondent Student Organization events on Friday nights, and in response, the Complainant explained to Respondent Administrator that she observes Shabbat and that she is not able to do things like work or use technology during that time. According to the Complainant, Respondent Administrator said, “You do that all day?” and went on to state that “Judaism is part of a larger colonization” and that the Complainant should be less Jewish and focus more on her [Other identity]. The Complainant also stated that at the [date] 2025 meeting, she discussed with Respondent Administrator that she was not able to attend the [redacted] because it was on a Saturday which conflicted with Shabbat services. With respect to Respondent Administrator’s alleged comment that the Complainant should be less Jewish and focus more on her [Other identity], the Complainant stated that it was made in the context of Respondent Administrator being disappointed that the Complainant was choosing Hillel events over Respondent Student Organization events. The Complainant, however, acknowledged that Respondent Administrator “framed it using different words” and that she does not remember exactly what Respondent Administrator said.⁵⁶

Respondent Administrator stated that during that meeting, the Complainant told her she was transferring to a new University for the 2025-2026 school year. Respondent Administrator also recalled the Complainant told her that she does not feel comfortable at Respondent Student Organization events, and that although Respondent Administrator offered the Complainant the

⁵² Appendix pg. 160 and pg. 162

⁵³ Appendix pg. 126

⁵⁴ Appendix pg. 156, pg. 163, and pg. 166

⁵⁵ Appendix pg. 164

⁵⁶ Appendix pg. 96

opportunity to elaborate about her discomfort, the Complainant did not do so. Respondent Administrator denied that she questioned the Complainant's observance of Shabbat, that she stated, "Judaism is part of a larger colonization," or that she said anything to the effect that the Complainant should focus less on being Jewish and more on her [Other identity].⁵⁷

Professor 1's Letter

Professor 1 told the Investigator that he heard rumors about the Complainant experiencing antisemitism, that he asked her what was going on, and that she provided him with an email detailing her experience with Respondent Administrator. Based on the email the Complainant provided to him, on [date], 2025, Professor 1 wrote a letter to Administrator 2, with a copy to the Chancellor. In the letter, Professor 1 explained that on [date], 2025, the Complainant sent him an email containing "disturbing allegations." The letter stated that the Complainant explained to Dr. 1 that she is the recipient of a scholarship that requires her to meet quarterly with Respondent Administrator, and that during the Spring 2025 quarterly meeting, Respondent Administrator told the Complainant to be "less Jewish because of [Complainant's] involvement with Hillel." Dr. 1's letter went on to state:

While [Respondent Administrator] may have the right to hold antisemitic views of Jewish Americans, she does not have the right to use her position as an Associate Director in your office to dictate how students choose to identify themselves. Nor, as an advisor for an undergraduate scholarship, should [Respondent Administrator] be allowed to intimidate or offer the impression of intimidating a student into compliance with her own antisemitic prejudices. I wonder how a professor and scholarship advisor telling a student to be 'less Black, or less gay, or less Catholic' would be received at the [the University].

Professor 1's letter urged Administrator 2's office to conduct a formal investigation of the Complainant's allegations against Respondent Administrator and noted that the Complainant had filed a formal Title VI complaint with EOIX.⁵⁸

Professor 1 told the Investigator that this information about Respondent Administrator's alleged conduct is limited to the information he provided in his [date], 2025, letter to Administrator 2. Professor 1 also told the Investigator that he received a response from both Administrator 2 and the Chancellor, but that in the past, the University has not been responsive to reports of antisemitism he made.⁵⁹

⁵⁷ Appendix pg. 126

⁵⁸ Appendix pg. 83

⁵⁹ Appendix pg. 119

E. Reported impact on Complainant

As a result of the alleged discrimination and hostile environment, the Complainant reported that she left the University at the end of the Spring 2025 semester and transferred to the [redacted] for the 2025-2026 school year. The Complainant told the Investigator that she chose to transfer because of the antisemitism she experienced at the University.⁶⁰

III. FINDINGS AND CONCLUSIONS

A. ANALYSIS

The facts obtained during the course of the administrative inquiry do not support that the alleged Prohibited Conduct occurred as alleged or that Respondent Administrator or Respondent Student Organization are responsible for the alleged Prohibited Conduct or subjected the Complainant to a hostile environment based on her national origin (shared ancestry antisemitism).

Respondent Student Organization

The Complainant alleged that Respondent Student Organization discriminated against her and subjected her to a hostile environment based on national origin (shared ancestry antisemitism) during the 2024-2025 academic year by: making her feel unwelcome from participating in Respondent Student Organization-sponsored events based on her religious identity; no longer speaking to her because of her participation in Hillel; her lack of participation in the Spring 2024 encampment in support of Palestine on campus; and indicating to her through Respondent Administrator that during the Winter Quarter [Year] that they did not feel comfortable collaborating with her because of her engagement with Hillel.

The administrative inquiry did not reveal any facts to support the Complainant's allegation that she was unwelcome at Respondent Student Organization-sponsored events and that Respondent Student Organization members stopped talking to her. Even assuming that Respondent Student Organization did not welcome the Complainant to events or stopped talking to her, the facts likewise do not show that the alleged conduct by Respondent Student Organization was triggered by the fact that the Complainant is Jewish or that she did not participate in the Spring 2024 encampment. Both Respondent Administrator and Professor 2 were unaware of any Student Organization members having any concerns about the Complainant because she is Jewish, affiliated with Hillel, did not participate in the Spring 2024 encampment, or any other reason. Likewise, the Complainant did not provide any witnesses or information to support her allegation. In addition, the administrative inquiry did not reveal any evidence to show that the Complainant sought to be involved in Respondent Student Organization during the 2024-2025 academic year with the exception of attending Respondent

⁶⁰ Appendix pg. 96

Student Organization [redacted] event on [date], 2024, which she quickly left because she believed everyone in the room was staring at her. Even if the attendees were staring at her, there is no indication they were doing so because she is Jewish, because of her affiliation with Hillel, or because she did not participate in the Spring 2024 encampment.

The administrative inquiry also did not reveal facts to show that Respondent Student Organization refused to partner with Hillel for campus events, including Hillel's January 2025 speaker event or its May 2025 [Event]. With respect to the January 2025 speaker event, the Complainant asked Respondent Administrator if she could let Respondent Student Organization members know about the event. Although the Complainant contends she never heard back from Respondent Administrator, Respondent Administrator provided email documentation showing that she emailed the flyer for the event to the Respondent Student Organization executive board, explained that it was shared by a member of Respondent Student Organization who is also part of the group sponsoring the speaker event (Hillel), asked for the flyer to be shared with Respondent Student Organization members via their chat app, and stated "let's show our support." Because the event was cancelled, it is not possible to gauge whether Respondent Student Organization members intended to attend or not, but even if they did not, there is no indication that they had chosen to not attend because the Complainant is Jewish, affiliated with Hillel, or had chosen to not participate in the Spring 2024 encampment.

Similarly, regarding the May 2025 [Event], the Complainant stated that in May 2025, she reached out by email to the Respondent Student Organization board about participating in a Hillel event entitled [Title], but that she was completely ignored and did not receive a response. Respondent Administrator provided the Investigator with an email exchange she had with the Complainant on [date], 2025 in which the Complainant asked for a contact person at Respondent Student Organization because Hillel was sponsoring an event called [Title] and that Hillel wished to collaborate with as many student organizations as possible. Respondent Administrator responded shortly thereafter and included Respondent Student Organization's executive board on the email in order to make the introduction. Even if Respondent Student Organization did not respond to the Complainant's outreach, the administrative inquiry is not able to infer that the reason it did not respond was because the Complainant is Jewish, affiliated with Hillel, or had chosen to not participate in the Spring 2024 encampment, or was otherwise motivated by discriminatory intent.

Accordingly, the facts obtained during the course of the administrative inquiry do not support that the alleged Prohibited Conduct occurred as alleged or that Respondent Student Organization is responsible for the alleged Prohibited Conduct or subjected the Complainant to a hostile environment based on her national origin (shared ancestry antisemitism).

Respondent Administrator

The Complainant alleged that, during the 2024-2025 academic year, Respondent Administrator, on multiple occasions, discriminated against her and subjected her to a hostile environment based on her national origin (shared ancestry antisemitism) by making her feel unwelcome at Respondent Student Organization-sponsored events based on her religious identity and on [date], 2025, telling her that she “needed to be less Jewish and focus on her [Other identity].”

During a meeting in [date] 2025, the Complainant and Respondent discussed the Complainant’s Friday evening scheduling conflict with Respondent Student Organization events and the Complainant’s religious practices, but the administrative inquiry did not show any actions on the part of Respondent Administrator to make the Complainant feel unwelcome at those events. To the contrary, the documentation showed that Respondent Administrator worked with the Complainant to help her secure funding for a planned trip to Israel, promoted a Hillel event to Respondent Student Organization, and connected the Complainant to Respondent Student Organization’s board in order for them to possibly collaborate on a future event.

With respect to the allegation that in [date] 2025 Respondent Administrator told the Complainant that she “needed to be less Jewish and focus on her [Other identity],” the Complainant acknowledged that Respondent “framed it using different words” and that she does not remember exactly what Respondent Administrator said, but that it was made in the context of Respondent Administrator being disappointed that the Complainant was choosing Hillel events over Respondent Student Organization events. Respondent Administrator denied making the alleged statement, and the administrative inquiry did not reveal any information to corroborate that Respondent Administrator made the alleged statement.

Accordingly, the facts obtained during the course of the administrative inquiry do not support that the alleged Prohibited Conduct occurred as alleged or that Respondent Administrator is responsible for the alleged Prohibited Conduct or subjected the Complainant to a hostile environment based on her national origin (shared ancestry antisemitism).

End of Report.



**XXX SCHOOL DISTRICT
TITLE VI INVESTIGATIVE REPORT**

Complainant:

[Complainant Name]

Respondent:

[Respondent Name]

Investigator:

Beth Gellman-Beer

Date:

September 23, 2025

INVESTIGATION REPORT COVER PAGE

I. Complaint Information

Complainant:	[Complainant Name] [Complainant email] [Complainant Title]
Date reported:	February 4, 2025
Incident date:	Ongoing
Initial notice received from:	The Complainant
Respondent:	[Respondent] [Respondent Title]
School:	[School name]
Notice of Investigation:	August 28, 2025
Date assigned to investigator(s):	August 13, 2025
Assigned investigator(s):	Evergreen Education Solutions
Final investigative report date:	September 23, 2025

II. Relevant Background

The Complainant and the Respondent are District employees that work at the school. The Complainant is the [Title] and the Respondent is the [Title].

III. Applicable Policies

Administrative Procedure XXXX (Discrimination and Harassment):
Administrative Procedure XXX prohibits discrimination of a student, employee, or applicant for employment, based on a protected characteristic, including: age, color, disability, family medical or genetic information, gender identity or expression, marital status, military status (which includes active duty service members, reserve service members, and dependents), national or ethnic origin, political affiliation, pregnancy, race, religion, sex, sexual orientation, and veteran status. Administrative Procedure XXXX also prohibits retaliation of an employee for reporting an incident reporting an incident, participating in, or cooperating with an investigation of an alleged incident.

IV. Procedural History

DATE	ACTION
February 4, 2025	Discrimination or Harassment Incident Report Filed ¹
May 19, 2025	Closure Notice issued to the Complainant from the Equity Office ²
June 6, 2025	The Complainant filed with the EEOC
June 23, 2025	Discrimination Complaint reopened by the Equity Office ³
August 13, 2025	Discrimination Complaint assigned to external investigator ⁴
August 19, 2025	Investigator interviewed the Complainant ⁵
August 19, 2025	The Complainant submitted supplemental information via email to external investigator ⁶
September 8, 2025	Investigator interviewed the Respondent ⁷
September 15, 2025	Investigator interviewed Witness 1 ⁸
September 15, 2025	Investigator emailed Witness 2 to request interview ⁹

¹ Exhibit A
² Exhibit B
³ Exhibit N
⁴ Exhibit N
⁵ Exhibit K
⁶ Exhibit M
⁷ Exhibit L
⁸ Exhibit O
⁹ Exhibit V

September 17, 2025	Investigator interviewed Witness 3 ¹⁰
September 17, 2025	Investigator emailed Witness 4 to request interview ¹¹
September 17, 2025	Investigator emailed Witness 5 to request interview ¹²
September 17, 2025	Investigator emailed Witness 6 to request interview ¹³
September 18, 2025	Investigator emailed Witness 2 again to request interview ¹⁴
September 18, 2025	Investigator emailed Witness 4 again to request interview ¹⁵
September 18, 2025	Investigator emailed Witness 5 again to request interview ¹⁶
September 18, 2025	Investigator emailed Witness 6 again to request interview ¹⁷
September 22, 2025	Investigator emailed Respondent and Witness 1 to ask clarifying question ¹⁸
September 22, 2025	Witness 1 responded to clarifying question ¹⁹
September 23, 2025	Respondent responded to clarifying question ²⁰
September 23, 2025	Report finalized and sent to the Equity Office

V. Appendix

EXHIBIT A	February 4, 2025 Discrimination or Harassment Incident Report
EXHIBIT B	May 19, 2025 Closure Notice
EXHIBIT C	August 28, 2025 Notice of Investigation
EXHIBIT D	January 27, 2025 Equity Assessment email
EXHIBIT E	January 14, 2025 email
EXHIBIT F	December 9, 2024 email
EXHIBIT G	December 5, 2024 email
EXHIBIT H	September 19, 2024 email
EXHIBIT I	June 10, 2024 email
EXHIBIT J	Employee Personnel File
EXHIBIT K	Complainant Interview (August 18, 2025)
EXHIBIT L	Respondent Interview (September 8, 2025)
EXHIBIT M	Complainant Recap of August 18 Interview
EXHIBIT N	Complainant June 18, 2025 email re: Complaint status
EXHIBIT O	Witness 1 Interview (September 15, 2025)
EXHIBIT P	June 12, 2025 Conference Request
EXHIBIT Q	October 15, 2024 email

¹⁰ Exhibit R
¹¹ Exhibit U
¹² Exhibit T
¹³ Exhibit S
¹⁴ Exhibit S
¹⁵ Exhibit T
¹⁶ Exhibit U
¹⁷ Exhibit V
¹⁸ Exhibit W and X
¹⁹ Exhibit X
²⁰ Exhibit W

EXHIBIT R	Witness 3 Interview (September 17, 2025)
EXHIBIT S	Request to Interview Witness 2 (September 17 and 18, 2025)
EXHIBIT T	Request to Interview Witness 4 (September 17 and 18, 2025)
EXHIBIT U	Request to Interview Witness 5 (September 17 and 18, 2025)
EXHIBIT V	Request to Interview Witness 6 (September 17 and 18, 2025)
EXHIBIT W	Respondent September 23, 2025 clarifying email
EXHIBIT X	Witness 1 September 22, 2025 clarifying email

VI. Summary of Relevant Evidence

Background

On February 4, 2025, the Complainant filed an internal complaint pursuant to Administrative Procedure XXXX, alleging that her supervisor, the Respondent, had engaged in discrimination against her due to her national origin and had retaliated against the Complainant for complaining about the discrimination.²¹ An investigator with the Equity Office conducted an assessment of the complaint, and by letter dated May 19, 2025, the investigator notified the Complainant that the District had concluded that her allegations do not meet the requisite threshold to state a claim for discrimination or harassment.²² The Complainant was advised that her complaint would be dismissed and closed.²³

Subsequently, a former employee of the Equity Office reopened the complaint on June 23, 2025, and on August 13, 2025, the complaint was assigned to an external consulting firm, Evergreen Education Solutions.²⁴ On August 28, 2025, the Complainant was advised that the District was opening her complaint for investigation, and that Ms. Beth Gellman-Beer of Evergreen Education Solutions was the assigned investigator (the “Investigator”).²⁵

The Complainant has worked at the District for 25 years, currently employed as [Title] at [the school].²⁶ Her national origin is [National Origin] and she has an accent when she speaks.²⁷ Her supervisor, the Respondent, is the [Title] of the school.²⁸

²¹ Exhibit A

²² Exhibit B

²³ Exhibit B

²⁴ Exhibit N

²⁵ Exhibit C

²⁶ Exhibit K

²⁷ Exhibit K

²⁸ Exhibit K

The Complaint

Believing that her complaint had been reopened on June 23, 2025, on August 12, 2025, the Complainant emailed General Counsel for the District to follow-up on her complaint.²⁹ In her email, she detailed her complaint allegations.³⁰

Specifically, she asserts that she has experienced persistent and ongoing discrimination by the Respondent because she is a non-native English speaker.³¹ Examples provided in support of her complaint are summarized below:

- The Respondent would engage in public humiliation of the Complainant by pretending not to understand the Complainant's English due to her accent during staff and leadership meetings, asking the Complainant to repeat herself multiple times and asking others to repeat/explain what the Complainant said (ongoing);³²
- The Respondent would attempt to intimidate the Complainant by walking into her class while she was teaching, contemptuously toss her large drink cup into the Complainant's trash bin and walk out (ongoing);³³
- The Respondent would disrupt the Complainant's class by casually walking in while the Complainant was teaching, make a loud noise, give shout-outs and cause commotion (ongoing);³⁴
- The Respondent shared publicly derogatory emails against the Complainant (September 19, 2024);³⁵
- The Respondent excluded the Complainant from school-wide communications, such as communications regarding [Program 1]³⁶, [Program 2]³⁷ and emails regarding the scheduling of safety and lockdown drills (ongoing);³⁸
- The Respondent violated State regulations regarding emergency communications (ongoing)^{39,40}
- While on bereavement leave, on June 12, 2025, the Respondent sent the Complainant an email requesting a complaint conference to "address unresolved workplace concerns impacting the [school] program and supervisory expectations" with a 48-hour response notice⁴¹ (The Complainant also alleged this as an act of retaliation for filing her previous complaint);

²⁹ Exhibit N

³⁰ Exhibit N

³¹ Exhibit N

³² Exhibit N; see also Exhibit K

³³ Exhibit N

³⁴ Exhibit N

³⁵ Exhibit N; see also Exhibit K, and Exhibit H for the specific email

³⁶ Exhibit E

³⁷ Exhibit D

³⁸ Exhibit N; see also Exhibit K

³⁹ The Investigator was charged with investigating this complaint pursuant to Administrative Procedure XXXX, and thus this report does not address any allegations regarding State law violations.

⁴⁰ Exhibit N; see also Exhibit K

⁴¹ Exhibit N; see also Exhibit K, and Exhibit P for the specific email

- In June 2024, the Respondent inserted a negative comment in the Complainant's end-of-year evaluation and then retracted it;⁴²
- The Respondent violated the Complainant's health privacy by requiring a doctor's note from the Complainant to excuse herself from bus duty (23/24 SY);⁴³ and
- On August 14, 2025, the Respondent sent a text message to the Complainant and other staff with a dance meme and wrote, "Let's go—can't wait to collaborate!"

During an interview with the Investigator on August 19, 2025, the Complainant clarified her belief that the Respondent is targeting her due to her national origin as evidenced by the Respondent adding a comment to her end-of-year evaluation in June 2024 questioning the amount of leave that the Complainant had taken that year, and how she had not attended school events as a result.⁴⁴ According to the Complainant, she objected to the comment in her end-of-year evaluation about taking leave and not attending school events, during a conversation with the Respondent in June 2024.⁴⁵ The Complainant maintains that, during this conversation, she informed the Respondent that her leave, and non-attendance at school events, was so that the Complainant could observe religious and cultural events.⁴⁶

The Complainant asserts that, following this conversation in June 2024, the Respondent engaged in retaliatory and discriminatory behavior against herself, which is detailed in the bullet points above.⁴⁷ To restrain the Respondent from further retaliatory or discriminatory behavior, the Complainant sent an email to the [Title], Witness 1, on October 15, 2024.⁴⁸ In the October 15 email, the Complainant asked for Witness 1's assistance in addressing "ongoing microaggressions displayed by the Respondent against me..."⁴⁹ The Complainant also provided specific examples of the microaggressions, including when the Respondent asked the Complainant for medical documentation to excuse herself from bus duty.⁵⁰ A review of the email shows that the Complainant did not complain of retaliatory or discriminatory treatment by the Respondent, on the basis of the Complainant's national origin.⁵¹

The Respondent's Response to the Complaint

During an interview with the Investigator on September 8, 2025, the Respondent acknowledged that she is aware of the Complainant's national origin, but specifically denies that she engaged in retaliatory or discriminatory behavior towards the Complainant.⁵² The Respondent told the Investigator that she believed that tension between herself and the Complainant commenced when the Complainant disputed the comment that the Respondent inserted in the Complainant's

⁴² Exhibit N; see also Exhibit K, and Exhibit I for the specific email

⁴³ Exhibit N; see also Exhibit K, and Exhibit Q for the specific email

⁴⁴ Exhibit K

⁴⁵ Exhibit K

⁴⁶ Exhibit K

⁴⁷ Exhibit K

⁴⁸ Exhibit K; see also Exhibit Q for the specific email

⁴⁹ Exhibit Q

⁵⁰ Exhibit Q

⁵¹ Exhibit Q

⁵² Exhibit L

June 2024 end-of-year evaluation regarding missing school events.⁵³ The Respondent acknowledged that she also emphasized the importance of attending school events via email to her team at the beginning of the 2024-2025 school year, which the Complainant responded to negatively.⁵⁴ During this same timeframe (fall 2024), the Respondent's mother became ill and passed, resulting in the Respondent taking extended leave.⁵⁵ Upon her return to school, the Respondent was informed by her supervisor, Witness 1, the [Title] of the school, that the Complainant had a problem with the Respondent and had asked Witness 1 to take over the evaluations of the Complainant.⁵⁶ Accordingly, Witness 1 took over the evaluations for the Complainant in October 2024, and according to the Respondent, Witness 1 also advised the Respondent at that time not to engage in email communications with the Complainant.⁵⁷

The Respondent acknowledged to the Investigator that the Complainant disputed the comment that the Respondent made in the Complainant's June 2024 end-of-year evaluation regarding her absences and not attending school events.⁵⁸ After reviewing the Complainant's contract, which showed that she was not obligated to attend the school events in question, the Respondent voluntarily removed the comment.⁵⁹ The Respondent acknowledged that the Complainant disputed the comment to herself and to her supervisor, Witness 1, but denies that the Complainant or Witness 1 advised the Respondent that the comment was not appropriate because the Complainant had taken leaves of absence to observe cultural or religious events.⁶⁰ The Respondent also acknowledged that Witness 1 took over the evaluations of the Complainant after the dispute regarding the evaluation, but maintains that Witness 1 did so out of respect for the Respondent's leave of absence to tend to her mother's passing in the fall 2024.⁶¹

The Respondent informed the Investigator that she does not have any problem understanding the Complainant's speech.⁶² The Respondent did recall, however, one instance during a meeting in which she asked the Complainant to provide clarity to what she was stating during a meeting, as the information the Complainant was offering during the meeting did not align with the agenda.⁶³ The Respondent maintains that she questioned the Complainant at this time not because the Respondent did not understand the Complainant due to her accent, but because she tries to stay focused on the agenda for meetings, and the Complainant was not addressing the agenda topic.⁶⁴

With regard to email communications, as noted above, the Respondent acknowledged that, starting in approximately October 2024, she ceased communicating with the Complainant via

⁵³ Exhibit L

⁵⁴ Exhibit L; see also Exhibit H for the specific email

⁵⁵ Exhibit L

⁵⁶ Exhibit L

⁵⁷ Exhibit L

⁵⁸ Exhibit L

⁵⁹ Exhibit L; see also Exhibit I for the specific email in which the Respondent removed the comment

⁶⁰ Exhibit L

⁶¹ Exhibit L

⁶² Exhibit L

⁶³ Exhibit L

⁶⁴ Exhibit L

email, at the direction of Witness 1.⁶⁵ The Respondent acknowledged that the Complainant did not receive emails about the [Program], but explained that the Complainant was not a member of the committee for the program so she did not need to receive such emails.⁶⁶ With regard to other events, or safety and lockdown drills, the Respondent explained that such events would be posted on the google calendar that was available to all staff, and they would be announced during morning announcements.⁶⁷

The Respondent also acknowledged sending an email to the Complainant during the summer 2025, asking for a meeting, with 48 hours' notice.⁶⁸ The Respondent explained that, when she learned at the end of the 2024-2025 school year that the Complainant had filed the her complaint, she wanted to have a meeting with the Complainant to work through their issues.⁶⁹ The Respondent stated that she did not learn that the Complainant was on bereavement leave at the time until later, when Witness 1 informed the Respondent of the bereavement leave.⁷⁰ The Respondent stated that the Complainant never responded to the email and there was no consequence for not replying.⁷¹

Last, the Respondent denies the allegations that the Complainant made regarding her interruptions to the classroom during the 2024-2025 school year, by tossing her cup in the Complainant's trash bin and doing shout-outs to students.⁷²

Witness Interviews

Witness 1

The Investigator interviewed Witness 1, the [Title] of the school, and the Respondent's supervisor, on September 15, 2025.⁷³ Witness 1 recalled that the Complainant took issue with a comment about her not attending school events in her end-of-year evaluation in the summer 2024.⁷⁴ Witness 1 explained that the comment was addressing the Complainant's participation in school events, which sets the tone for other staff, as her role as [Title] makes her presence important.⁷⁵ Witness 1 denied that she asked the Respondent to remove the comment after the Complainant complained.⁷⁶ Rather, she informed the Investigator that the Respondent voluntarily removed the comment.⁷⁷

⁶⁵ Exhibit L

⁶⁶ Exhibit L

⁶⁷ Exhibit L

⁶⁸ Exhibit L; see also Exhibit P for the specific email

⁶⁹ Exhibit L

⁷⁰ Exhibit L

⁷¹ Exhibit L

⁷² Exhibit W

⁷³ Exhibit O

⁷⁴ Exhibit O

⁷⁵ Exhibit O

⁷⁶ Exhibit O

⁷⁷ Exhibit O

Witness 1 could not recall if the Complainant complained to her about the evaluation comment, but maintains that the Complainant never complained to her that the comment was not appropriate because the Complainant did not attend school events due to cultural or religious observances.⁷⁸ Witness 1 clarified that the school is very diverse, and that it is understood that staff are not required to attend an event that would infringe on religious freedoms.⁷⁹ Further, Witness 1 clarified that, while it is not mandatory to attend certain events, it is helpful to build a culture of community.⁸⁰

Witness 1 denied that the Complainant ever raised a concern about national origin discrimination with her either by email or verbally.⁸¹ Witness 1 acknowledged that in the fall 2024, she took over the evaluations for the Complainant, but explained that was because the Respondent was on leave due to her mother passing.⁸² Witness 1 explained that she took over the Respondent's responsibilities while she was on leave, and continued upon the Respondent's return.⁸³ Witness 1 acknowledged that the Complainant specifically asked for Witness 1 to take over her evaluations, but she believed that was because Witness 1 is [Program] trained, while the Respondent is not.⁸⁴ After the Complainant emailed her on October 15, 2024⁸⁵, complaining about the Respondent's "microaggressions," Witness 1 thought it was in the best interest of all parties if she just continued with the evaluation process even after the Respondent returned.⁸⁶

Witness 1 does not believe that the Respondent discriminated or retaliated against the Complainant.⁸⁷ Witness 1 opined that tension arose between the Respondent and the Complainant starting in October 2024, because the Complainant felt targeted by the Respondent's requests of her, including that the Respondent asked the Complainant to perform morning duty, and the Respondent asked for the Complainant to provide medical documentation to excuse herself from bus duty.⁸⁸ Witness 1 clarified, however, that the Respondent was not asking anything of the Complainant that she did not ask of other staff.⁸⁹ After Witness 1 received the Complainant's October 15, 2024 email, she asked the Complainant and the Respondent to sit down and have a conversation to work out the issues, but while the Respondent was open to meeting, the Complainant was resistant to meeting.⁹⁰

Witness 1 acknowledged that, around October 2024, she instructed the Respondent to cease email communications with the Complainant.⁹¹ Witness 1 explained that she asked this of the Respondent because it seemed like every time the Respondent sent an email, the Complainant

⁷⁸ Exhibit O

⁷⁹ Exhibit O

⁸⁰ Exhibit O

⁸¹ Exhibit O

⁸² Exhibit O

⁸³ Exhibit O

⁸⁴ Exhibit O

⁸⁵ Exhibit Q

⁸⁶ Exhibit O

⁸⁷ Exhibit O

⁸⁸ Exhibit O

⁸⁹ Exhibit O

⁹⁰ Exhibit O

⁹¹ Exhibit O

would push back.⁹² Thus, Witness 1 told the Respondent that unless the email directly pertained to the Complainant, to cease email communications with her. Witness 1 further clarified that emails that pertain to all staff come from her, so the Complainant still had access to the same general information as all staff.⁹³ Further, with regard to the [Program], Witness 1 explained that the Complainant would not have needed to be included in those emails because she was not a member of the committee.⁹⁴ With regard to events, including safety and lockdown drills, Witness 1 explained that notice of those events are provided in morning announcements and in the school calendar.⁹⁵

With regard to staff and leadership meetings, Witness 1 stated that leadership asks clarifying questions all the time during these meetings.⁹⁶ Witness 1 attended all staff and leadership meetings and could not recall any out-of-the-ordinary instance where the Respondent appeared to ask clarifying questions of the Complainant due to the Complainant's accent or language. Witness 1 did explain, however, that it would be normal for the Respondent to ask clarifying questions about the context of a comment during a meeting.⁹⁷

Witness 1 stated during her interview that she was not aware of any other complaints about the Respondent allegedly engaging in discriminatory behavior towards staff.⁹⁸ Witness 1 also informed the Investigator that she never observed the Respondent engaging in disruptive behavior in the Complainant's classroom.⁹⁹

Witness 3

The Investigator interviewed Witness 3 on September 17, 2025, at the recommendation of Witness 1.¹⁰⁰ Witness 3 is also a teacher at the school. Witness 3 acknowledged that she learned that the Respondent had excluded the Complainant from school-wide emails during the 2024-2025 school year.¹⁰¹ Witness 3 also recalled one or two years ago during a staff meeting in which the Respondent told the Complainant to repeat herself because the Complainant was in the back of the room and the Respondent could not hear her.¹⁰² Witness 3 denied ever observing any discriminatory treatment of the Complainant by the Respondent and could not recall any instance in which the Respondent pretended not to understand the Complainant because of her accent.¹⁰³

Other Witnesses

⁹² Exhibit O

⁹³ Exhibit O

⁹⁴ Exhibit O

⁹⁵ Exhibit O

⁹⁶ Exhibit O

⁹⁷ Exhibit O

⁹⁸ Exhibit O

⁹⁹ Exhibit X

¹⁰⁰ Exhibit R

¹⁰¹ Exhibit R

¹⁰² Exhibit R

¹⁰³ Exhibit R

During her August 19, 2025 interview with the Investigator, the Complainant identified several witnesses that she asserted would validate her allegations of discrimination and retaliation, and more specifically, would confirm that the Respondent pretended not to understand the Complainant during staff and leadership meetings.¹⁰⁴ Specifically, the Complainant asked the Investigator to interview four teachers at the school (Witness 2, Witness 4, Witness 5 and Witness 6).¹⁰⁵ The Investigator emailed each witness on September 17 and 18, 2025.¹⁰⁶ None of the identified witnesses accepted the Investigator's request for an interview.¹⁰⁷

VII. Recommended Finding

National Origin Discrimination/Harassment

The Administrative Procedure prohibits discrimination against employees on the basis of national origin. Discrimination is defined as “the inequitable treatment of a student, employee, or applicant for employment, based on one or more of that person’s protected characteristics or statuses, excepting any treatment permitted or required by law... Discrimination also includes any act or omission due to an individual’s status or perceived status in a protected class that creates an intimidating, hostile, or offensive working or educational environment or substantially interferes with an individual’s ability to work, learn, or otherwise is sufficiently serious to limit an individual’s employment opportunities, or to limit a student’s ability to participate in or benefit from the educational program.”

Per the Administrative Procedure, harassment is defined as “unwelcome conduct directed against a person based on one or more of that person’s protected characteristics or statuses, which conduct is so severe or pervasive that it interferes with an individual’s employment, academic performance or participation in educational programs or activities, and creates a working learning program or activity environment that a reasonable person would find intimidating, hostile or offensive.”

To state a claim of national origin discrimination or harassment, the complainant must establish that the treatment of the employee is based on a protected characteristic. While the Complainant maintains that the Respondent’s treatment of her is related to her national origin, including her accent, the evidence obtained during the investigation does not support this assertion. Specifically, while the Complainant asserts that she complained to Witness 1 and the Respondent that the comment in her end-of-year evaluation in June 2024 was inappropriate due to her cultural and religious-related absences, both Witness 1 and the Respondent deny that the Complainant ever made any complaint related to cultural or religious observances. Further, a review of the Complainant’s October 15, 2024 email of complaint to Witness 1 reflects that the Complainant did not complain in that email regarding national origin discrimination, nor did she make any reference to her cultural and religious observances.

¹⁰⁴ Exhibit K

¹⁰⁵ Exhibit K

¹⁰⁶ Exhibit K

¹⁰⁷ Exhibit K

With regard to the Complainant's assertion that the Respondent's discriminatory treatment of her based on national origin was evidenced by the Respondent's conduct in staff and leadership meetings in which the Respondent would pretend not to understand the Complainant, the evidence obtained during the investigation does not support this assertion. The Respondent and Witness 1 both explained that it is within the normal course of business for leadership to ask clarifying questions during meetings. The Respondent specifically recalled asking clarifying questions of the Complainant during one leadership meeting, but maintains it was not because the Respondent could not understand the Complainant, but because the Complainant was speaking about a topic that was not on the agenda. Further, Witness 1 could not recall any instance in which the Respondent asked the Complainant to repeat herself due to not understanding her accent. Witness 3 also confirmed that there was one instance in which the Respondent asked the Complainant to repeat herself, but not because the Respondent could not understand the Complainant, but because the Complainant was in the back of the room and the Respondent could not hear the Complainant. Although the Complainant identified witnesses that she believes would affirm that the Respondent pretended not to understand her due to her accent during staff and leadership meetings, none of the identified witnesses consented to an interview with the Investigator.

Last, with regard to the Complainant's allegation regarding the Respondent's demand of medical documentation for an excusal from bus duty, Witness 1 explained that the Respondent followed normal policy and protocol in making this request.

As such, the Complainant has not met the burden of proof to show that the Respondent's conduct towards her was related to the Complainant's national origin.

Evergreen therefore recommends closing the national origin discrimination component of the complaint.

Retaliation

The Administrative Procedure prohibits retaliation or adverse action against any individual for reporting an incident, participating in, or cooperating with an investigation of an alleged incident. Per [OCR guidance](#), to establish a *prima facie* case of retaliation, the individual must show that they engaged in a protected activity, which is defined as "Exercising your civil rights, opposing or reporting on actions that you reasonably and in good faith believed violated civil rights laws, and participating in a matter that reasonable or in good faith alleged a violation of civil rights laws."

The evidence shows that the Complainant complained to both Witness 1 and the Respondent; however, there is no evidence to show that the Complainant opposed discriminatory actions in any of her complaints. Specifically, the Complainant complained to both Witness 1 and the Respondent about the comment that the Respondent added to the Complainant's evaluation in June 2024. The Complainant also emailed Witness 1 to complain about the Respondent's microaggressions in an October 15, 2024 email. However, Witness 1 and the Respondent deny that the Complainant ever mentioned that she could not attend events due to cultural or religious observances, and the Complainant's October 15, 2024 email also did not make any reference to

national origin discrimination. The evidentiary record does not show that the Complainant complained of national origin discrimination until her February 4, 2025 Discrimination or Harassment Incident Report. The evidence therefore does not show that the Complainant engaged in a protected activity before February 4, 2025. Thus, for all alleged retaliatory actions before that date, the Complainant fails to establish a *prima facie* case of retaliation as the evidence does not show that she engaged in a protected activity prior to February 4, 2025.

For alleged retaliatory actions after the Complainant filed her February 4, 2025 complaint, the investigation does not substantiate that she experienced an adverse action. With regard to her exclusion from emails, the Complainant was able to access information from Witness 1, the school calendar or announcements. With regard to the June 2025 email from the Respondent requesting a meeting with the Complainant, there is no evidence showing that the Complainant received any consequence for not replying. With regard to the allegation that the Respondent pretended not to understand the Complainant during staff or leadership meetings, there is no evidence to substantiate that this occurred. With regard to alleged class disruptions, the Respondent denies that the conduct occurred and Witness 1 told the Investigator that she never observed such conduct from the Respondent. Last, the August 2025 text message from the Respondent was sent to the Complainant and others, so the investigation does not substantiate that the Complainant was targeted by this exchange, or experienced any adverse action to her employment as a result.

Evergreen therefore recommends closing the retaliation component of the complaint.

End report.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: Evergreen Education Solutions, LLC

Preparer Name: Beth Gellman-Beer

Date: November 6, 2025

Who will be doing the work: ☐ I plan to use subcontractors ☒ I plan to complete all work

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.

B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS
GMU-DR0709-25

ISSUE DATE: October 14, 2025

TITLE: Civil Rights Compliance Investigation Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director, Strategic Sourcing

QUESTIONS/INQUIRIES: Submit all inquiries through [George Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 21, 2025. **All questions must be submitted through George Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on October 23, 2025.

PROPOSAL DUE DATE AND TIME: November 11, 2025 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. George Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: Evergreen Education Solutions, LLC

Date: 11-6-25

DBA: Evergreen Education Solutions, LLC

Address: 45 E City Avenue, Unit #830

Bala Cynwyd, PA 19004

By:

Signature

FEI/FIN No. 33-4425237

Name: Beth Gellman-Beer

Fax No. N/A

Title: Partner

Email: beth@evergreenllc.education

Telephone No. 267-266-0418

SWaM Certified: Yes: _____ No: X (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

☒ **Option 1: Full Acceptance:**

1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have no proposed changes.
3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason.

☐ **Option 2: Proposed Exceptions and/or Additional Documents Submitted:**

1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.