



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Christina Pritchett, President (Trustee Area 3)
Leticia Garcia, Vice President (Trustee Area 2)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Lisa Murawski (Trustee Area 1)
Jamee Villa (Trustee Area 4)
Darrel Woo (Trustee Area 6)
Lavinia Grace Phillips (Trustee Area 7)
Jacqueline Zhang, Student Member

Thursday, February 17, 2022

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824
(See Notice to the Public Below)

AGENDA

2021/22-21

Allotted Time

4:30 p.m. **1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

Members of the public who wish to attend the meeting may do so by livestream at:
<https://www.scusd.edu/post/watch-meeting-live>.

No physical location of the meeting will be provided to the public.

2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingFeb17>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall allow a reasonable time for public comment on each agenda item, not to exceed 15 minutes in length, including communications and organizational reports. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever occurs first.

3.0 CLOSED SESSION

While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also

recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.

- 3.1 Government Code 54956.9 - Conference with Legal Counsel:
 - a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Three Potential Cases)
 - b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2021120398)
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)
- 3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment
- 3.4 Government Code 54957 – Public Employee Appointment
 - a) Principal, John F. Kennedy High School
 - b) Chief Communications Officer

6:00 p.m. **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

- 4.1 The Pledge of Allegiance
- 4.2 Broadcast Statement
- 4.3 Stellar Student – Christopher Locke, a 6th Grade student from Pacific Elementary School to be introduced by Member Phillips

6:05 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

6:10 p.m. **6.0 AGENDA ADOPTION**

6:15 p.m. **7.0 PUBLIC COMMENT** *15 minutes*

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingFeb17>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District’s website. The Board shall allow a reasonable time for public comment on each agenda item, not to exceed 15 minutes in length, including communications and organizational reports. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever occurs first.

6:30 p.m. **8.0 SPECIAL PRESENTATION**

8.1 *Resolution No. 3250: National Eating Disorder Awareness Week, February 21 – February 27, 2022 (Doug Huscher and Victoria Flores)* **Action**
5 minute presentation
5 minute discussion
(Roll Call Vote)

8.2 *Update on Mandatory COVID-19 Vaccine for Eligible, Non-Exempt Students and Staff (Bob Lyons and Victoria Flores)* **Information**
15 minute presentation
20 minute discussion

8.3 *African American Advisory Board (AAAB) Update (Julius Austin)* **Information**
30 minute presentation
20 minute discussion

8:05 p.m. **9.0 COMMUNICATIONS**

9.1 *Employee Organization Reports:* **Information**
15 minutes
▪ SCTA

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

8:20 p.m. 10.1 *Local Control and Accountability Plan (LCAP) Annual Update (Steven Ramirez-Fong)* **Information**
20 minute presentation
20 minute discussion

9:00 p.m. 10.2 *Culturally Responsive Educational Service Delivery Model: MTSS Update (Christine Baeta, Jennifer Kretschman, Erin Hanson, and Bill Tollestrop)* **Information**
20 minute presentation
15 minute discussion

11.0 PUBLIC HEARING

9:35 p.m. 11.1 *Trustee Area Redistricting – Hearing Regarding Proposed Trustee Area Maps and Adoption of Resolution Approving Adjustments to the Boundaries of the District’s Trustee Areas Pursuant to Education Code Section 5019.5 (Ken Reynolds)* **Action**
15 minute presentation
15 minute discussion
(Roll Call Vote)

10:05 p.m. 11.2 Public Hearing: AB 1200 Disclosure and Approval of SEIU
Local 1021 COVID-19 Employee Leave and Hazard Pay
MOU 2021-2022 (Rose Ramos) **Action**
10 minute presentation
10 minute discussion
(Roll Call Vote)

10:25 p.m. **12.0 CONSENT AGENDA** **Action**
2 minutes
(Roll Call Vote)

Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

12.1 Items Subject or Not Subject to Closed Session:

12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose F. Ramos)

12.1b Approve Personnel Transactions (Cancy McArn)

12.1c Approve Donations to the District for the Period of January 1 – January 31, 2022 (Rose Ramos)

12.1d Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of January 1 – 31, 2022 (Rose Ramos)

12.1e Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of October 2021 through December 2021 (Cancy McArn)

12.1f Approve Minutes of the January 13, 2022, Board of Education Meeting (Jorge A. Aguilar)

10:27 p.m. **13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

13.1 Business and Financial Information:

- Purchase Order Report for the Period of December 15, 2021, through January 14, 2022 (Rose Ramos)
- Enrollment and Attendance Report for Month 4, Ending Friday, December 17, 2021 (Rose Ramos)

10:29 p.m. **14.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ March 3, 2022 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

✓ *March 17, 2022 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

10:30 p.m. **15.0 ADJOURNMENT**

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item will be available on the District's website at www.scusd.edu



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1

Meeting Date: February 17, 2022

Subject: Approve Resolution No. 3250: Recognition of National Eating Disorders Awareness Week, February 21 - February 27, 2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Board Office

Recommendation: Approve Resolution No. 3250 recognizing National Eating Disorders Awareness Week (February 21 - February 27, 2022)

Background/Rationale: National Eating Disorders Awareness Week (NEDAwareness Week) is an annual campaign to educate the public about the realities of eating disorders and to provide hope, support, and visibility to individuals and families affected by eating disorders. NEDAwareness Week 2022 will take place during the week of February 21 - February 27, 2022.

According to the National Association of Anorexia Nervosa and Associated Disorders, over twenty million girls and women and ten million boys and men across the country suffer from clinically significant eating disorders at some point in their lives. Eating disorders affect persons of every race, color, gender, and socioeconomic category and are increasing among people in younger age groups. The best-known environmental contributor to the development of eating disorders is the sociocultural idealization of thinness. Concerns about weight start as young as 6 years of age and persist throughout life. Over one-half of teenage girls and nearly one-third of teenage boys use unhealthy weight control behaviors. At this time, eating disorders have the highest mortality rate of any mental illness. Effective prevention of eating disorders is needed. Prevention focuses on learning how to live healthy lifestyles, challenging society's misleading messages about beauty, developing realistic expectations of self and body image, and accepting one's physical characteristics.

Financial Considerations: CARES/ESSER funding

LCAP Goal(s): Safe, Emotionally Healthy, and Engaged Students; Family and Community Empowerment

Documents Attached:

1. Resolution No. 3250

Estimated Time of Presentation: 5 minutes
Submitted by: Christina Pritchett, Board President
Approved by: Jorge A. Aguilar, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3250

“Recognition of National Eating Disorders Awareness Week, February 21 - February 27, 2022”

WHEREAS, the week of February 21 - February 27, 2022 is designated as National Eating Disorders Awareness Week dedicated to raising awareness of eating disorders and how with early detection, intervention, and awareness, we can make a positive difference; and

WHEREAS, according to the National Association of Anorexia Nervosa and Associated Disorders, 28.8 million Americans will have a clinically significant eating disorder at some time in their life. Eating disorders are among the deadliest mental illnesses, second only to opioid overdose. Studies find that 40-70% of individuals with eating disorders also experience symptoms of depression, anxiety or other mood disorders. About 26% of people with eating disorders attempt suicide: and

WHEREAS, eating disorders affect persons of every age, race, size, gender identity, sexual orientation, and socioeconomic background and are increasing among people in younger age groups. Concerns about weight start as young as 6 years of age and persist throughout life. Over one-half of teenage girls and nearly one-third of teenage boys use unhealthy weight control behaviors, such as skipping meals, fasting, smoking cigarettes, vomiting, and taking laxatives: and

WHEREAS, media pressures and genetic, social, and familial factors are all known to be related to eating disorders; and, while eating disorders are treatable when diagnosed early, they are often misunderstood and stigmatized, and pose a public health challenge that must be addressed to the fullest extent; and

WHEREAS, eating disorders can profoundly affect a child’s ability to learn. Eating disorders may cause students to feel irritable, decrease ability to concentrate, focus, listen and process information. Students with eating disorders may have deficiencies in specific nutrients, which has an immediate effect on students’ memory and ability to concentrate. Students may become less active and more apathetic, withdrawn, and engage in fewer social interactions. Eating disorders may impair the immune system and make students more vulnerable to illnesses, leading to increased absenteeism in school. A students’ cognitive function will also be affected by the mental disorders that often coexist with an eating disorder, including anxiety, depression, and obsessive-compulsive disorder.

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education recognizes the importance of supporting the health and well-being of students and has undertaken efforts, leveraging COVID funds, to expand social-emotional and mental health staffing to address the social, emotional and physical health needs of our students, to raise mental & physical health awareness, and to provide support and resources to students experiencing health challenges and their families.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 17th day of February, 2022, by the following vote:

AYES: _____

NOES: _____
ABSTAIN: _____
ABSENT: _____

Christina Pritchett
President of the Board of Education

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.2

Meeting Date: February 17, 2022

Subject: Update on Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Recommendation: N/A

Background/Rationale: The purpose of this item is to provide an update on the implementation of the Board resolution presented at the October 12, 2021 Board meeting requiring COVID-19 vaccinations for eligible, nonexempt students and staff.

Financial Considerations: Potential costs include monitoring and enforcing vaccinations and/or testing to ensure compliance with requirements. Any exclusion of eligible students for failure to comply with requirements and potential use of Independent Study could result in loss of ADA funding.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; and Operational Excellence

Documents Attached: N/A

<p>Estimated Time of Presentation: 15 minutes Submitted by: Victoria Flores, Director III, Student Support and Health Services Approved by: Jorge A. Aguilar, Superintendent</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.3

Meeting Date: February 17, 2022

Subject: African American Advisory Board (AAAB) Update

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Deputy Superintendent

Recommendation: N/A

Background/Rationale: The purpose of this board agenda item is to provide a year-to-date update on the work of the African American Advisory Board (AAAB). Over the past several months, the AAAB has been creating its infrastructure, refining its recommendations with an implementation monitoring framework, studying the district's LCAP to ensure the recommendations align with district priorities and strategically advocating on behalf of black/African American students. This presentation will share key takeaways in the AAAB's work, propose next steps and solicit board of education feedback.

Financial Considerations: N/A

LCAP Goal(s):

- Goal 1: College/Career Readiness
- Goal 2: Foundational/Tier 1 Educational Experience
- Goal 3: Integrated Supports
- Goal 4: Culture and Climate
- Goal 5: Engagement and Empowerment

Documents Attached:

N/A

<p>Estimated Time of Presentation: 30 Minutes Submitted by: Lisa Allen, Deputy Superintendent Approved by: Jorge A. Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Item# 10.1

Meeting Date: February 17, 2022

Subject: Local Control and Accountability Plan (LCAP) Annual Update

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Deputy Superintendent

Recommendation: None

Background/Rationale: Annually, districts must develop a Local Control and Accountability Plan (LCAP) that provides details of goals, actions, and expenditures to support identified student outcomes and overall performance in the coming year. The LCAP also includes an annual update component that provides mid-year progress in the form of estimated actual expenditures, measurable outcomes, and implementation progress for the prior year's plan. For 2021-22, mid-year progress must be reported to the board by 2.28.22 along with a Supplement to the Annual Update that reports on the engagement and implementation progress for funds related to the 2021-22 Budget Act (American Rescue Plan Act of 2021). This item includes the district's Annual Update and one-time Supplement to the Annual Update. The Annual Update information will continue to be updated leading up to the presentation of the final 2022-23 LCAP in June 2022. Also attached to this item are the Annual Update and one-time Supplement documents for the district dependent charter schools.

Financial Considerations: None

LCAP Goals: College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Executive Summary
2. 2021-22 SCUSD LCAP Mid-Year Report

3. SCUSD Supplement to the Annual Update to the 2021-22 Local Control and Accountability Plan
4. Update to the LCFF Budget Overview for Parents, 2021-22
5. Bowling Green Elementary Charter School 2021-22 LCAP Mid-Year Report and Supplement to the Annual Update to the 2021-22 LCAP
6. George Washington Carver School of Arts and Science 2021-22 LCAP Mid-Year Report and Supplement to the Annual Update to the 2021-22 LCAP
7. New Joseph Bonnheim Community Charter School 2021-22 LCAP Mid-Year Report and Supplement to the Annual Update to the 2021-22 LCAP
8. Sacramento New Technology High School 2021-22 LCAP Mid-Year Report and Supplement to the Annual Update to the 2021-22 LCAP
9. The MET Sacramento High School 2021-22 LCAP Mid-Year Report and Supplement to the Annual Update to the 2021-22 LCAP

<p>Estimated Time of Presentation: 20 minutes</p> <p>Submitted by: Lisa Allen, Deputy Superintendent Steven Fong, LCAP/SPSA Coordinator</p> <p>Approved by: Jorge A. Aguilar, Superintendent</p>

Board of Education Executive Summary

Deputy Superintendent

Local Control and Accountability Plan (LCAP) Annual Update

February 17, 2022



I. Overview/History of Department or Program

In July 2013, the state Legislature approved a new funding system for all California public schools. This new funding system, the Local Control Funding Formula (LCFF), requires that every Local Education Agency write a Local Control and Accountability Plan (LCAP).

Districts must develop a Local Control and Accountability Plan (LCAP) annually. The LCAP provides details of goals, actions, and expenditures to support identified student outcomes and overall performance.

In June 2021, the board adopted the 2021-22 to 2023-24 LCAP. During the 2021-22 school year, the district will engage in collaborative development of the 2022-23 LCAP and report on outcomes for the goals, actions, expenditures, and metrics for the 2021-22 plan.

In response to the 2019 Novel Coronavirus (COVID-19), the U.S. Congress passed American Rescue Plan (ARP) Act, which was signed into law on March 11, 2021. This federal stimulus funding was the third act of federal relief in response to COVID-19, following the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law on March 27, 2020, and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act) signed into law on December 27, 2020.

Elementary and Secondary School Emergency Relief (ESSER) III funds were the major source of funding provided to school districts as part of the ARP. SCUSD's allocation is \$154,422,476. This funding provides districts with emergency relief to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools across the nation. An ESSER III Expenditure Plan was adopted by the board of education on October 21, 2021 and approved by the County Office of Education (COE) on December 17, 2021. Funds are available for use through September 30, 2024 and can be used for costs dating back to March 13, 2020.

II. Driving Governance:

Local Control and Accountability Plan

According to Ed Code 52060, on or before July 1, annually, the Governing Board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education (SBE), effective for three years with annual updates. It will include the district's annual goals for all students and for each significant subgroup in regard to the eight state priorities and any local priorities, as well as the plans for implementing actions to achieve those goals.

For the current year (2021-22), new requirements were introduced for the LCAP Annual Update and reporting on the funds received through the 2021 Budget Act. Section 124(e) of Assembly Bill 130 requires districts to:

1. Present a mid-year update to the governing board on the implementation of the 2021-22 LCAP to date. This item present's SCUSD's 2021-22 LCAP Mid-Year Update with to-date data for established

Board of Education Executive Summary

Deputy Superintendent

Local Control and Accountability Plan (LCAP) Annual Update

February 17, 2022



metrics, projected expenditures for 2021-22 actions, and implementation status update for actions.

2. Provide the governing board with a point-in-time report related to the funding received through the 2021 Budget Act, which includes the federal Elementary and Secondary School Emergency Relief (ESSER) III funds. This board item presents SCUSD's completed 1-Time Supplement to the Annual Update to the 2021-22 LCAP to the board.
3. Provide the governing board an update on the most recent Budget Overview for Parents. This item presents a summary of the impacts of the 2021 Budget Act on the projected revenue for the 2021-22 school year.

These required components must be presented to the governing board prior to February 28, 2022.

The following reporting elements are required as part of the one-time supplement that has been added to the LCAP Annual Update:

- Description of community engagement for the use of funds in the Budget Act of 2021 that were not included in the LCAP
- Description of how additional Concentration Grant add-on funding was used to increase credential/classified staff providing direct services to students
- Description of community engagement in the use of one-time federal funds to support pandemic recovery and impacts of distance learning
- Implementation update for the Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan
- Description of how 2021-22 resources are being used consistent with applicable plans and aligned to the LCAP

ESSER III Expenditure Plan (American Rescue Plan (ARP) Funds)

An LEA may use up to 80% of ESSER III funds (Resource Code 3213) for the broad range of activities listed in section 18003(d) of the CARES Act, section 313(d) of the CRRSA Act, and section 2001(e) of the ARP Act, based on guidance that what is allowable under one of the ESSER funds is allowable under all of the ESSER funds. Use of any ESSER funds (ESSER I, ESSER II, or ESSER III) must be in accordance with allowable uses in any of these three federal stimulus acts. A list of allowable uses can be found at the California Department of Education's ESSER III web page at <https://www.cde.ca.gov/fg/cr/arpact.asp#esseriuses>.

Additionally, Section 2001(e)(1) of the ARP Act requires an LEA to reserve not less than 20 percent of its ESSER III allocation (Resource Code 3214) to address the academic impact of lost instructional time through the implementation of evidence-based interventions. Allowable uses of this portion of funds are:

1. Summer learning or summer enrichment
2. Extended day
3. Comprehensive afterschool programs
4. Extended school year programs

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Local Control and Accountability Plan (LCAP) Annual Update

February 17, 2022



5. Evidence-based high dosage tutoring
6. Full-Service Community Schools
7. Mental health services and supports
8. Adoption or integration of social emotional learning into the core curriculum/school day
9. Other evidence-based interventions

III. Budget:

SCUSD’s Local Control and Accountability Plan (LCAP) includes projected expenditures for the actions and services aligned to each LCAP goal.

SCUSD’s 2021-22 Budget Overview for Parents provided overall budget projections for the district. The amounts projected in spring 2021 along with update amounts following the impacts of the 2021 Budget Act are provided below:

2021-22 Budget Projections	Spring 2021 Projection	Updated Projections Following 2021 Budget Act
Total LCFF Funds	\$430,509,685	\$435,769,916
LCFF S&C Funds	\$74,250,881	\$84,413,615
All other state funds	\$76,180,092	\$88,845,106
All local funds	\$6,385,645	\$8,566,279
All federal funds	\$46,193,654	\$178,164,006
Total Projected Revenue	\$559,269,075	\$711,345,307
Total budgeted general fund expenditures	\$589,976,725	\$715,746,748
Total budgeted expenditures in the LCAP	\$353,730,004	\$353,730,004
Total budgeted expenditures for high needs students in the LCAP	\$89,729,829	\$89,729,829
Expenditures not in the LCAP	\$236,246,721	\$362,016,744

SCUSD’s ESSER III Expenditure Plan total allocation and the distribution of planned expenditures across the three plan areas are shown below. These amounts include allocations through the 2023-24 year.

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$28,800,717
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$90,627,195
Use of Any Remaining Funds	\$34,994,564
Total ESSER III funds included in the plan	\$154, 422, 476

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Local Control and Accountability Plan (LCAP) Annual Update

February 17, 2022



IV. Goals, Objectives and Measures:

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. (From CDE LCAP web page)

The key components of an LCAP include:

- An overview of the district's **context**, recent **successes** and identified **needs**
- A district's **goals**
- The **actions/services** that the district will implement to achieve those goals (and their projected costs)
- The **metrics** that will be used to determine success and the **target outcomes** for each metric
- **Analysis** of outcomes and expenditures from the previous year
- Description of how the district is **increasing/improving services for unduplicated students**
- Description of how **community input** was solicited, summary of key input, and how it influenced the plan

SCUSD's goals for the 2021-22 LCAP build upon the district's prior LCAP goals, strategic plan, and the core value and guiding principle. The eight goals are:

1. 100% of SCUSD students will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, Foster Youth, Homeless Youth, and other student groups with gaps in outcomes until gaps are eliminated.
2. Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust, rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.
3. Provide every student the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs - especially English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, and other student groups whose outcomes indicate the greatest need – so that all students can remain fully engaged in school and access core instruction.
4. School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with Disabilities, English Learners, Foster Youth, Homeless Youth, and LGBTQ+ Youth.

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Local Control and Accountability Plan (LCAP) Annual Update

February 17, 2022



5. Parents, families, community groups, and students will be engaged and empowered as partners in teaching and learning through effective communication, capacity building, and collaborative decision-making.
6. Provide all school sites three-years of training, coaching, and ongoing support to implement an effective Multi-Tiered System of Supports (MTSS). Training will be completed and all district sites should be conducting business and serving students using an MTSS framework by 2024-25. Progress will be measured with the Self-Assessment of MTSS (SAM) Implementation tool in addition to external indicators of site fidelity including: (a) holding MTSS team meetings regularly, (b) engaging in data based practices to assess need and progress monitor and (c) providing differentiated tiered interventions as evidenced by twice-yearly report outs of challenges/successes by each site leader.
7. SCUSD will revisit and revise the District Graduate Profile (Previously adopted in 2014) so that it accurately reflects the current priorities of community groups and adopt the updated version by the end of 2021-22. School sites will be provided support to align their instructional priorities and goals to the revised Graduate Profile so that all sites demonstrate evidence of alignment in their school plans by 2023-24.
8. SCUSD will maintain sufficient instructional materials, safe and clean facilities, core classroom staffing, and other basic conditions necessary to support the effective implementation of actions across all LCAP goals.

The LCAP must include measurable outcomes that enable the district to monitor progress across the eight state priorities. The eight state priorities and examples of required measurable outcomes within each include:

1. Basics (Teacher Assignments, Access to Instructional Materials, Facilities in good repair)
2. State Standards (Implementation of academic content and performance standards adopted by the state)
3. Parental Involvement (Efforts to seek parent input in decision making and promotion of parent participation)
4. Pupil Achievement (Performance on standardized tests, college/career readiness, English Learner reclassification and proficiency)
5. Pupil Engagement (Attendance rates, Chronic Absenteeism rates, Drop-out rates, Graduation Rates)
6. School Climate (Suspension rates, Expulsion rates, local surveys of safety and connectedness)
7. Course Access (Enrollment in a broad course of study)
8. Other Pupil Outcomes (Pupil outcomes in subject areas)

In addition to the above, the LCAP includes a range of state and local indicators that SCUSD uses to monitor progress towards the plan's goals. For each measurable outcome identified, specific target outcomes for 2023-24 are set.

The ESSER III Expenditure Plan template requires districts to outline the proposed actions to address

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Deputy Superintendent

Local Control and Accountability Plan (LCAP) Annual Update

February 17, 2022



student's academic, social, emotional, and mental health needs within three key areas:

Strategies for Continuous and Safe In-person Learning

Operation of schools in a way that reduces or prevents the spread of COVID-19.

Addressing the Impact of Lost Instructional Time

(At least 20% of the total funds must be used in this area)

Implementation of evidence-based interventions to address student needs and opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic.

Additional Uses

Other actions to address students' academic, social, emotional, and mental health needs and to address opportunity gaps.

A key part of the ESSER III Expenditure Plan is the detailing of how progress will be monitored for each of the planned actions. The final section of the plan is dedicated to this detail and, for each action, includes a description of how progress will be monitored and a description of how frequently progress will be monitored. In many cases, the progress monitoring methods align to existing measurable outcomes in the Local Control Accountability Plan (LCAP) or other district plans.

V. Major Initiatives:

A key aspect of the LCAP is the requirement that districts describe how they have increased and improved services for the following students groups (collectively referred to as 'Unduplicated Students') as compared to all students:

- English language learners
- Students eligible for free and reduced price meals program (low income)
- Foster Youth
- Homeless students

Within the LCAP, implementation of a Multi-Tiered System of Supports (MTSS) is a key initiative and guides much of the LCAP's structure and represents a major effort by the district to serve unduplicated students. The capacity-building required to install and sustain an effective MTSS stands alone as its own goal (Goal 6), while Goals 1-5 are heavily informed by and aligned to what is required for effective operation of a districtwide and site-based MTSS.

The ESSER III Expenditure plan, through its actions, is focused on addressing the impacts COVID-19 has had and continues to have on students, staff, and families across all schools. The actions in the ESSER III Expenditure plan build upon several of the approaches first proposed in the June 2021 Budget presentation

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through a plan developed jointly between the Academic Office and Student Support and Health Services team and aligns closely with district planning from other recent processes including:

- 2021-22 Local Control and Accountability Plan (LCAP)
- 2020-2021 Expanded Learning Opportunities Grant Plan
- 2020-21 Learning Continuity and Attendance Plan

Key input themes from educational partners that guided the initiatives within the ESSER III Expenditure Plan include:

- Increased mental health staff (social workers and counselors) and supports at each school site
- Increase health staff such as nurses and health aides on campus
- Maintain access to nutrition resources for students/families including free school meals
- Increased access to enrichment and extra/co-curricular opportunities (e.g. gardening, sports, VAPA, field trips)
- Access to High-quality instruction during times of quarantine and for students who are unable to attend in person – use virtual instruction/technology to facilitate this
- Maintain and expand access to before and after school programs
- Provide individual tutoring and intervention supports
- Hire more instructional aides/specialists to provide additional one on one support to students
- Continue/expand routine COVID testing and maintain/expand access to PPE, contact tracing, communication about positive cases
- Increased supports for individual student groups: AIEP program supports, increased staff/services for Students with Disabilities such as psychologists on site, supports for English Learners including bilingual staff
- Individualized learning plans/supports for students, in particular those students with identified needs
- Increase efforts to recruit, retain, and support staff – including compensation for efforts
- Partner with Community-Based Organizations (CBOs) and other community groups to expand offerings to students that the district cannot provide alone
- Expand Social Emotional Learning (SEL) programs and resources
- Provide instructional supports for teachers including planning time, resources to purchase supplies, access to software programs, and a reimagined vision of instruction that fits our new educational context.
- Create/expand outdoor learning spaces
- Provide effective transportation options so students can attend school
- Increased outreach and resources/space for the American Indian Education Program
- Revisit the criteria for determining independent study placement for Students with Disabilities
- Specific resources at the individual student level – tutors for targeted student groups, liaisons, case managers, one-on-one counseling sessions with struggling students, accessible office hours with one-on-one help with teachers
- Continue using credit recovery to maximize graduation rates

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- Emphasize VAPA supports in partnership with mental health efforts – addressing trauma through the arts
- Ensure that classrooms are staffed with certificated teachers and qualified substitutes are available when needed
- Expand collaboration between general education and special education staff
- Provide a resource hub for addressing learning needs at home
- Provide social activities to develop a fun-oriented campus culture
- Seek out additional funding with partners to increase available resources
- Update learning materials such as bilingual textbooks/materials, world languages, and ELD curriculum
- Dedicated class periods/instruction about the FAFSA, UC/CSU applications, and other college/career readiness topics
- Increase the number of school psychologists to support SEL and address anxiety/depression
- Provide students increased access to overviews of class material and lessons plans online
- Encourage student action/engagement through surveys and other input opportunities
- Focus support efforts on students/families who have been directly impacted by COVID-19 and are dealing with the repercussions of illness/deaths in their families

An Important note regarding terminology: The California Department of Education (CDE) will no longer be using the term 'stakeholder' based on feedback received from Native American communities:

- Feedback from Native American communities indicating that they find use of the term 'stakeholder' offensive, as it connotes the practice of "staking a claim" to land.
- The term 'stakeholder(s)' is being replaced by 'educational partner(s)' as recommended to and approved by the State Board of Education for adoption.

Differentiated Assistance

The state's accountability and continuous improvement system is based on a three-tiered framework, with the first tier made up of resources and assistance available to all local education agencies. Differentiated Assistance is the second tier of assistance that is required by statute to provide to districts that meet certain eligibility criteria. The Sacramento County Office of Education offers technical assistance to foster improvement for the identified student groups.

Eligibility for Differentiated Assistance under the California System of Support is defined as two or more student groups receiving a red indicator on two or more state priorities on the California School Dashboard (Dashboard). Based on the review of student group performance on the 2019 Dashboard, SCUSD was identified as eligible for Differentiated Assistance for these student groups in these State indicators:

- Foster Youth: English Language Arts (ELA) and Math, Graduation Rate, Suspension Rate
- Students with Disabilities: English Language Arts (ELA) and Math, Graduation Rate
- Homeless Youth: English Language Arts (ELA) and Math, Chronic Absenteeism

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Due to COVID-19, the state of California did not publish a full Dashboard in 2020 and will not publish a full dashboard in 2021. Prior eligibility for Differentiated Assistance will be maintained through 2021-22.

The performance of these student groups over time - Students with Disabilities, Foster Youth, and Homeless Youth - has resulted in the district's identification by the state for additional support. As a result of persistent performance issues for these student groups over several years, the district became eligible in fall 2019 for Systemic Instructional Review (SIR) support from the California Collaborative for Education Excellence (CCEE). In the SIR process, CCEE staff conducted a comprehensive assessment (academic and social emotional) of the district's instructional systems, progress of state requirements, and implementation of teaching and learning practices in order to successfully meet the needs of all learners. SCUSD is now in an ongoing process of Continuous Improvement supported by CCEE, partners at the Sacramento County office of Education, and CORE staff.

Beginning with the 2022-23 LCAP as required by Education Code Section 52064(e)(5), districts that are eligible for Differentiated Assistance based on the performance of the same student group or groups for three or more consecutive years must include a goal (or goals) in the LCAP focused on improving the performance of that student group or groups.

VI. Results:

The 2021-22 Local Control and Accountability Plan (LCAP) mid-year update, including mid-year data, projected expenditures, and implementation status of actions is included in full as an attachment to this item. The 1-time supplement to the Annual Update that is also attached includes an update on implementation status for actions in the ESSER III Expenditure Plan. For actions that are continuing unchanged from previous years or are expansions upon existing actions, implementation is generally occurring as planned, with the need for adaptation and flexibility due to the ongoing COVID-19 context. For actions that are brand new - and especially those actions requiring the hiring of new staff and/or creation of new positions - implementation status varies widely. While many positions have been approved, posted, hired, on boarded, and are currently in full implementation, others are still moving through approval, posting, or in the hiring process. For actions specific to the ESSER III Expenditure plan, it is important to note that the plan was approved in late October, updated per County guidance in November, and approved by the County in December. The most recent two months have also involved an extreme staffing crisis due to the omicron variant of COVID-19. Additionally, many of the actions are extensions of funding for the 2022-23 and 2023-24 years for actions that are already funded through other sources. For current year actions, there has been a relatively brief amount of time to implement and a significant portion of that time has involved a system wide effort to survive the omicron surge. It is anticipated that implementation pace will increase during the second half of the 2021-22 year.

Measurable outcome results have been provided where available. This includes both end-of-year 2020-21 results that were not available at the time of LCAP adoption and available mid-year 2021-22 data. There are

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several 2021-22 indicators that will be available in the coming weeks/months following spring CALPADS certification or closing of test/survey windows.

VII. Lessons Learned/Next Steps:

The final Local Control and Accountability Plan (LCAP) for 2022-23 will include updated Annual Update information. This will include measurable outcome data not available at the time of this mid-year report, updated projected expenditures, and incorporation of these initial action implementation status updates into the full analysis sections required for each LCAP goal area.

The one-time supplement to the Annual update to the 2021-22 LCAP will be included in the districts 2022-23 LCAP package as part of the review and approval process by the board and county office of education.

Additional checkpoints in the LCAP development and adoption process include:

- March 3, 2022: Presentation of Community Input Summary to Board
- May 2022: LCAP Quarterly Update
- June 2, 2022: LCAP/Budget Public Hearing
- June 14, 2022: LCAP/Budget Adoption and Presentation of Dashboard Local Indicators
- June 14, 2022: Board appointment of LCAP Parent Advisory Committee (PAC) members
- June 19, 2022: Deadline to Submit LCAP to Sacramento County Office of Education (SCOE)
- Summer 2022: (If needed) SCOE Feedback, SCUSD Revisions, SCOE Approval

Key Terms:

Local Control and Accountability Plan (LCAP)

A three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes.

Local Control Funding Formula (LCFF)

The state's method for funding school districts

LCFF Base Funding

Uniform base grant based on grade span and average daily attendance

Unduplicated Pupils

English Learners, Foster Youth Homeless Youth, and Socioeconomically Disadvantaged students

LCFF Supplemental Grant Funding

Additional funding based upon unduplicated pupil percentage

LCFF Concentration Grant Funding

Additional funding based upon the percentage of unduplicated pupils exceeding 55% of district's enrollment

2021-22 Local Control and Accountability Plan (LCAP) Actions and Services Mid-Year Report



Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sacramento City Unified School District	Jorge A. Aguilar, Superintendent	Superintendent@scusd.edu 916.643.7400

Goals and Actions

Goal

Goal #	Description
1	100% of SCUSD students will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, Foster Youth, Homeless Youth, and other student groups with gaps in outcomes until gaps are eliminated.

An explanation of why the LEA has developed this goal.

Analysis of student data from the past three California State Dashboards (2017-18 through 2019-20) shows that almost 60% of SCUSD graduates are not placing in the ‘prepared’ level for the College and Career Indicator. Data from the California Department of Education (CDE) shows that almost half of SCUSD graduates are not completing UC ‘a-g’ requirements and more than one third do not enroll in college at any point during the 12 months after graduating. Significant performance gaps between student groups exist in all three of these outcomes, with results for English Learners, Foster Youth, Homeless Youth, Students with Disabilities, African American students, American Indian or Alaska Native students, Hispanic/Latino students, and Native Hawaiian or Pacific Islander students of particular concern.

SCUSD’s guiding principle states that *All students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.* Stakeholder input has informed the evolution from the prior LCAP Goal focused on college and career to this new version. Key input has included the following:

- Inequitable outcomes have persisted and student groups with the highest needs should be called out explicitly. Increasing the percentage of students who are graduating college and career ready cannot just be a result of improving outcomes for those groups who are already achieving at a higher level.

- It is not sufficient to state that the percent of students who are on-track to graduate college and career ready will increase. The district’s goal should state that 100% of students will graduate college and career ready.
- It is important to acknowledge the importance of college AND career readiness as viable pathways to postsecondary success. Students need more support to understand and, as desired, pursue Career and Technical Education (CTE) and dual enrollment as part of their studies and technical program/trades as postsecondary options.
- Students need to have an individualized learning plan and clear postsecondary plan in addition to a wide array of options. Readiness includes a defined multi-year plan and understanding of the steps and processes necessary to reach one’s goals

Providing students ‘*the greatest number of postsecondary choices from the widest array of options*’ connects to the definitions of college and career readiness shared in the plan summary. ALL SCUSD students must graduate prepared for ANY post-secondary educational experience and have the skills needed for job training/education. Our charge as a school district is to prepare each every student so that all possible post-secondary options are open and accessible. While not all students may take the same path following their graduation from SCUSD, they should have the choice of any path. As a broad goal, no specific date is set for the ultimate realization of the 100% target. The desired outcome for 2023-24 below projects a rate of growth that closes that gap by 10% each year for ‘All students’ and each student group. As systems and supports are improved, in particular the implementation of an effective Multi-Tiered System of Supports (MTSS), it is expected that rates for secondary grade outcomes, including graduation rate and college and career readiness, can increase at higher rates. This will be due not only to improvements at the secondary level, but result from students entering high school having received more effective supports and preparation in the elementary and middle grades.

Note:

In the section below (Measuring and Reporting Results), abbreviations are used for student groups. These include EL (English Learners), FY (Foster Youth), HY (Homeless Youth), SED (Socioeconomically Disadvantaged students), SWD (Students with Disabilities), AA (African American students), AI/AN (American Indian or Alaska Native students), A (Asian students), F (Filipino students), H/L (Hispanic/Latino students), PI (Native Hawaiian or Pacific Islander Students), W (White students), and TOM (Students of Two or More races/Multiracial students).

The following section (Actions) includes a column titled ‘Contributing’ for which each action is categorized as ‘Y’ or ‘N.’ A ‘Y’ in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

Measuring and Reporting Results

Metric	Baseline			Year 1 Mid-Year Progress		Desired Outcome for 2023–24	
1A Graduation Rate Percentage of students who received a High School Diploma within 4 or 5 years of entering 9 th grade Source: California School Dashboard Note: Results do not include Charter Schools		18-19	19-20		20-21		23-24
	ALL	85.7	87.3	ALL	85.1	ALL	91
	EL	81.2	75.8	EL	80.4	EL	82
	FY	66.7	81.3	FY	64.5	FY	86
	HY	75.3	72.9	HY	60.3	HY	80
	SED	84.7	86.1	SED	83.7	SED	90
	SWD	66	70.4	SWD	64.8	SWD	78
	AA	77.1	82.4	AA	75.3	AA	87
	AI/AN	81.8	73.3	AI/AN	76.9	AI/AN	81
	A	93.7	93.5	A	93.9	A	95
	F	100	95.2	F	96.6	F	97
	H/L	84.2	84.6	H/L	82.7	H/L	89
	PI	87	71.9	PI	64.1	PI	80
W	84.6	92.5	W	90.4	W	95	
TOM	88.1	87.8	TOM	83.3	TOM	91	
1B On-Track Graduation Status Percentage of 9 th -12 th grade students on track for graduation considering course completion and current course enrollment Source: SCUSD Internal Dashboard Note: 2020-21 data is to 4.5.21		19-20	20-21		21-22		23-24
	ALL	53.8	53.6	ALL	TBD	ALL	70
	EL	43	41.2	EL	TBD	EL	61
	FY	16	27.7	FY	TBD	FY	53
	HY	21.9	28.8	HY	TBD	HY	53
	SED	51.9	48.9	SED	TBD	SED	66
	SWD	33.3	36.1	SWD	TBD	SWD	58
	AA	43	39.7	AA	TBD	AA	60
	AI/AN	48.2	40.7	AI/AN	TBD	AI/AN	61
	A	68.5	70.3	A	TBD	A	81
	F	67.3	68.6	F	TBD	F	79
	H/L	48.3	47.4	H/L	TBD	H/L	65
	PI	43.4	40.8	PI	TBD	PI	61
W	58.4	60.2	W	TBD	W	74	
TOM	55.4	55.8	TOM	TBD	TOM	71	

Metric	Baseline			Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
1C College/Career Indicator Percentage of graduates who are placed in the 'Prepared' Level on the Dashboard Source: California School Dashboard Note: Results do not include Charter Schools		18-19	19-20		20-21	NOTE: As a result of Assembly Bill 130, there were no state indicators published on the 2021 California School Dashboard.		23-24
	ALL	40.5	41.7	ALL	N/A		ALL	62
	EL	19.5	18.7	EL	N/A		EL	47
	FY	11.1	30	FY	N/A		FY	54
	HY	16	12.3	HY	N/A		HY	42
	SED	36.2	37.6	SED	N/A		SED	59
	SWD	7	8.1	SWD	N/A		SWD	40
	AA	20	20.7	AA	N/A		AA	48
	AI/AN	18.2	20	AI/AN	N/A		AI/AN	48
	A	55.3	56.9	A	N/A		A	72
	F	58.3	58.1	F	N/A		F	73
	H/L	35.2	35.8	H/L	N/A		H/L	58
	PI	21.6	24.6	PI	N/A		PI	51
	W	51.2	53.5	W	N/A		W	69
TOM	51.1	51.7	TOM	N/A	TOM	68		
1D A-G Completion Percentage of graduating cohort who met UC/CSU Requirements Source: CDE Dataquest Reporting Note: Results do not include Charter Schools		18-19	19-20		20-21		23-24	
	ALL	50.7	54	ALL	54.4	ALL	70	
	EL	35.9	37.7	EL	40.3	EL	59	
	FY	29.4	38.5	FY	36.8	FY	60	
	HY	24.6	20.9	HY	31.1	HY	48	
	SED	46.1	50.3	SED	49.5	SED	67	
	SWD	11.8	17.6	SWD	22.9	SWD	46	
	AA	32.5	36.5	AA	41.5	AA	58	
	AI	44.4	30	AI/AN	25	AI	54	
	A	70.4	71.4	A	72.6	A	81	
	F	76.6	80	F	63.6	F	87	
	HL	41.9	45.5	H/L	42.5	HL	64	
	PI	24.4	47.5	PI	43.6	PI	66	
	W	54.6	58.5	W	61.8	W	73	
TOM	56.7	64.5	TOM	64.2	TOM	77		

Metric	Baseline			Year 1 Mid-Year Progress		Desired Outcome for 2023–24	
<p>1E</p> <p>On-Track A-G Status</p> <p>Percentage of 9th-12th grade students on track for A-G considering course completion (does not include courses in progress)</p> <p>Source: SCUSD Internal Dashboard</p> <p><i>Note: 2020-21 data is to 4.5.21</i></p>		19-20	20-21		21-22		23-24
	ALL	53.8	53.9	ALL	TBD	ALL	70
	EL	34.3	36.8	EL	TBD	EL	59
	FY	28	21.3	FY	TBD	FY	48
	HY	25	17.8	HY	TBD	HY	46
	SED	48.6	48.1	SED	TBD	SED	66
	SWD	25.5	27.7	SWD	TBD	SWD	53
	AA	37.4	37.1	AA	TBD	AA	59
	AI/AN	39.3	33.3	AI/AN	TBD	AI/AN	56
	A	73.7	71.9	A	TBD	A	82
	F	70.5	69.1	F	TBD	F	80
	H/L	45.2	46.3	H/L	TBD	H/L	65
	PI	39.8	38.9	PI	TBD	PI	60
	W	63.2	64.1	W	TBD	W	76
	TOM	60.2	61.3	TOM	TBD	TOM	75
<p>1F</p> <p>A-G AND CTE Completion</p> <p>Percentage of graduating cohort completing UC/CSU Requirements AND completing a Career Technical Education (CTE) Pathway</p> <p>Source: CALPADS Reporting (District Analysis)</p>		18-19	19-20		20-21		23-24
	ALL	5.8	6.4	ALL	8.8	ALL	13.8
	EL	3.6	3.3	EL	5.5	EL	11.6
	FY	0	0	FY	0	FY	8
	HY	1.5	0	HY	6.3	HY	9.5
	SED	4.2	6.5	SED	9.6	SED	12.2
	SWD	1.3	0.7	SWD	4.2	SWD	9.3
	AA	2.7	4.5	AA	7.6	AA	10.7
	AI	0	0	AI/AN	15.4	AI	8
	A	6.3	7.8	A	11.8	A	14.3
	F	2.1	6.4	F	7.6	F	10.1
	HL	3.8	7.2	H/L	9.1	HL	11.8
	PI	7.1	9.1	PI	6.1	PI	15.1
	W	3.7	3.9	W	6.8	W	11.7
	TOM	4.6	7	TOM	4.9	TOM	12.6

Metric	Baseline			Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
1G CTE Pathway Completion Percentage of graduating cohort completing a Career Technical Education (CTE) Pathway Source: CALPADS Reporting (District Analysis)		18-19	19-20		20-21			23-24
	ALL	8.9	10.9	ALL	14.7		ALL	18.9
	EL	7.5	9.1	EL	12.4		EL	17.1
	FY	5.6	0	FY	8.3		FY	8
	HY	12.3	0	HY	31.3		HY	8
	SED	9.0	11.1	SED	16.2		SED	19.1
	SWD	6.4	5.8	SWD	13.3		SWD	13.8
	AA	8.8	8	AA	15.2		AA	16
	AI	9.1	0	AI/AN	30.8		AI	8
	A	9.6	10	A	15.5		A	18
	F	8.5	7.9	F	10.6		F	15.9
	HL	9.0	13.3	H/L	15.9		HL	21.3
	PI	19.0	13.6	PI	20.4		PI	21.6
	W	8.5	9	W	11.2		W	17
TOM	9.9	11.3	TOM	9.8		TOM	19.3	
1H CTE Pathway Enrollment Percentage of students in grades 10-12 enrolled in a Career Technical Education (CTE) Pathway Source: CALPADS Reporting (District Analysis)		19-20	20-21		21-22	NOTE: 2021-22 Enrollment data will be available in March 2022 following completion of the district's CALPADS submission.		23-24
	ALL	23.3	24.3	ALL	TBD		ALL	31.3
	EL	19.8	20.8	EL	TBD		EL	27.8
	FY	15.4	18.0	FY	TBD		FY	23.4
	HY	25.4	19.1	HY	TBD		HY	33.4
	SED	23.5	24.7	SED	TBD		SED	31.5
	SWD	19.3	22.2	SWD	TBD		SWD	27.3
	AA	24.2	25.4	AA	TBD		AA	32.3
	AI	23.1	17.5	AI/AN	TBD		AI	31.1
	A	20.1	21.6	A	TBD		A	28.1
	F	16.3	16.3	F	TBD		F	24.3
	HL	24.7	25.6	H/L	TBD		HL	32.7
	PI	28.6	28.4	PI	TBD		PI	36.6
	W	21.8	23.9	W	TBD		W	29.8
TOM	26.1	24.8	TOM	TBD	TOM	34.1		

Metric	Baseline			Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
1I FAFSA Completion Percentage of 12 th grade students completing the Free Application for Federal Student Aid (FAFSA) Source: Internal District Reporting <i>Note: 21-22 Mid-Year data is to 2.1.2022.</i>		18-19	19-20		20-21	21-22 MY		23-24
	ALL	68.6	73.6	ALL	59.2	32.8	ALL	85
	EL	58.6	61	EL	47.8	22.8	EL	80
	FY	66.7	50	FY	42.9	31.2	FY	76
	HY	N/A	43.8	HY	27.3	26.7	HY	70
	SED	68.4	72.1	SED	54.6	30.6	SED	84
	SWD	34.8	46.2	SWD	27.8	11.5	SWD	74
	AA	58.6	62.5	AA	45.7	23.9	AA	79
	AI	61.5	53.8	AI/AN	55.6	10	AI	70
	A	83.5	84	A	76.4	49.1	A	91
	F	80.4	85.7	F	65.6	36.2	F	92
	HL	64.2	69.3	H/L	52.9	28.5	HL	83
	PI	70.2	66.7	PI	33.3	12.7	PI	86
	W	63.9	76.7	W	65.6	31.8	W	86
TOM	71.5	83.7	TOM	64.7	40	TOM	89	
1J Certificate of Completion Percentage of Students with Disabilities in the 4-year adjusted cohort receiving a Diploma (D) and Certificate of Completion (CC) Source: CDE Dataquest Reporting Note: Results do not include Charter Schools		2019-20			2020-21		The district’s desired outcome is to increase the percentage of students with disabilities who earn a diploma AND for 100% of students to earn a diploma OR certificate of completion, with earning a diploma as the prioritized outcome. <i>Note:</i> As the percentage of students who earn a diploma increases, the percentage of students who are able to earn a certificate of completion will decrease (a student cannot receive both).	
		D	CC		D	CC		
	ALL	66	13.9	ALL	65.4	9.8		
	SWD+EL	63.6	18.7	SWD+EL	69.7	12.8		
	SWD+FY	53.8	7.7	SWD+FY	33.3	0		
	SWD+HY	50	8.3	SWD+HY	32	4		
	SWD+SED	66.3	12.6	SWD+SED	64.5	9.7		
	SWD+AA	67.6	11.8	SWD+AA	54.5	9.1		
	SWD+AI	*	*	SWD+AI	*	*		
	SWD+A	70.3	21.6	SWD+A	70.2	12.8		
	SWD+F	*	*	SWD+F	*	*		
	SWD+HL	65.7	9.5	SWD+HL	68.4	9.7		
	SWD+PI	*	*	SWD+PI	*	*		
	SWD+W	68.9	15.6	SWD+W	70.7	8.6		
SWD+TOM	64.3	21.4	SWD+TOM	55.6	11.1			
	*Data is not shown to protect student privacy. There are less than the minimum of 10 students in the cohort for this data point.							

Metric	Baseline			Year 1 Mid-Year Progress		Desired Outcome for 2023–24	
<p>1K</p> <p>State Seal of Biliteracy (SSB)</p> <p>Percentage of graduates earning the State Seal of Biliteracy (SSB)</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>		18-19	19-20		20-21		23-24
	ALL	12.7	14.4	ALL	25.2	ALL	30
	EL	6.9	5.9	EL	14.5	EL	30
	FY	5.9	0	FY	5.3	FY	30
	HY	1.6	4.7	HY	11.1	HY	30
	SED	12	13.8	SED	23.2	SED	30
	SWD	1.4	0	SWD	4.6	SWD	30
	AA	2.8	3	AA	10.5	AA	30
	AI/AN	0	20	AI	0	AI	30
	A	15.5	14.5	A	29.7	A	30
	F	12.8	26.7	F	25.5	F	30
	H/L	16.8	17	HL	26.9	HL	30
	PI	2.4	2.5	PI	10.3	PI	30
	W	10.1	13.5	W	30.9	W	30
TOM	10	19.4	TOM	18.3	TOM	30	
<p>1L</p> <p>State Seal of Civic Engagement (SSCE)</p> <p>Percentage of graduates earning the State Seal of Civic Engagement (SSCE)</p> <p>Source: TBD</p> <p>Note: SSCE criteria were adopted by the State Board of Education in 20-21. SCUSD will begin awarding the SSCE in 2021-22.</p>		20-21		21-22		23-24	
	ALL	0		ALL	TBD	ALL	15
	EL	0		EL	TBD	EL	15
	FY	0		FY	TBD	FY	15
	HY	0		HY	TBD	HY	15
	SED	0		SED	TBD	SED	15
	SWD	0		SWD	TBD	SWD	15
	AA	0		AA	TBD	AA	15
	AI/AN	0		AI	TBD	AI	15
	A	0		A	TBD	A	15
	F	0		F	TBD	F	15
	H/L	0		HL	TBD	HL	15
	PI	0		PI	TBD	PI	15
	W	0		W	TBD	W	15
TOM	0		TOM	TBD	TOM	15	

Metric	Baseline			Year 1 Mid-Year Progress		Desired Outcome for 2023–24																																																																																																										
<p>1M</p> <p>IB Exam Performance</p> <p>Percentage of all International Baccalaureate (IB) Exams taken that are passed with a score of 4+ (out of a total possible score of 7)</p> <p>Source: School Site Reporting</p>	<table border="1"> <thead> <tr> <th></th> <th>18-19</th> <th>19-20</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>15.4</td> <td>23.8</td> </tr> </tbody> </table>				18-19	19-20	ALL	15.4	23.8	<table border="1"> <thead> <tr> <th></th> <th>20-21</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>30.9</td> </tr> </tbody> </table>			20-21	ALL	30.9	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>36</td> </tr> </tbody> </table>			23-24	ALL	36																																																																																											
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<p>1N</p> <p>IB Diploma Completion</p> <p>Percentage of Diploma Programme candidates that complete the full International Baccalaureate (IB) Diploma</p> <p>Source: School Site Reporting</p>	<table border="1"> <thead> <tr> <th></th> <th>18-19</th> <th>19-20</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>3.3</td> <td>7.5</td> </tr> </tbody> </table>				18-19	19-20	ALL	3.3	7.5	<table border="1"> <thead> <tr> <th></th> <th>20-21</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>29.6</td> </tr> </tbody> </table>			20-21	ALL	29.6	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>24</td> </tr> </tbody> </table>			23-24	ALL	24																																																																																											
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<p>1O</p> <p>ELA Early Assessment Program (EAP)</p> <p>Percentage of 11th grade students Exceeding Standard on the English Language Arts (ELA) State Assessment</p> <p>Source: CAASPP Reporting</p> <p>Note: Results do not include Charter Schools</p>	<table border="1"> <thead> <tr> <th></th> <th>18-</th> <th>19-</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>21.4</td> <td>N/A</td> </tr> <tr> <td>EL</td> <td>0.3</td> <td>N/A</td> </tr> <tr> <td>FY</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>HY</td> <td>0</td> <td>N/A</td> </tr> <tr> <td>SED</td> <td>15.5</td> <td>N/A</td> </tr> <tr> <td>SWD</td> <td>3.4</td> <td>N/A</td> </tr> <tr> <td>AA</td> <td>7.7</td> <td>N/A</td> </tr> <tr> <td>AI</td> <td>25</td> <td>N/A</td> </tr> <tr> <td>A</td> <td>23.3</td> <td>N/A</td> </tr> <tr> <td>F</td> <td>29.3</td> <td>N/A</td> </tr> <tr> <td>HL</td> <td>16</td> <td>N/A</td> </tr> <tr> <td>PI</td> <td>5.8</td> <td>N/A</td> </tr> <tr> <td>W</td> <td>37.3</td> <td>N/A</td> </tr> <tr> <td>TOM</td> <td>39</td> <td>N/A</td> </tr> </tbody> </table>				18-	19-	ALL	21.4	N/A	EL	0.3	N/A	FY	N/A	N/A	HY	0	N/A	SED	15.5	N/A	SWD	3.4	N/A	AA	7.7	N/A	AI	25	N/A	A	23.3	N/A	F	29.3	N/A	HL	16	N/A	PI	5.8	N/A	W	37.3	N/A	TOM	39	N/A	<table border="1"> <thead> <tr> <th></th> <th>20-21</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>N/A</td> </tr> <tr> <td>EL</td> <td>N/A</td> </tr> <tr> <td>FY</td> <td>N/A</td> </tr> <tr> <td>HY</td> <td>N/A</td> </tr> <tr> <td>SED</td> <td>N/A</td> </tr> <tr> <td>SWD</td> <td>N/A</td> </tr> <tr> <td>AA</td> <td>N/A</td> </tr> <tr> <td>AI</td> <td>N/A</td> </tr> <tr> <td>A</td> <td>N/A</td> </tr> <tr> <td>F</td> <td>N/A</td> </tr> <tr> <td>HL</td> <td>N/A</td> </tr> <tr> <td>PI</td> <td>N/A</td> </tr> <tr> <td>W</td> <td>N/A</td> </tr> <tr> <td>TOM</td> <td>N/A</td> </tr> </tbody> </table>			20-21	ALL	N/A	EL	N/A	FY	N/A	HY	N/A	SED	N/A	SWD	N/A	AA	N/A	AI	N/A	A	N/A	F	N/A	HL	N/A	PI	N/A	W	N/A	TOM	N/A	<p>NOTE:</p> <p>State Assessments were not administered during the spring of 2021.</p> <table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>43</td> </tr> <tr> <td>EL</td> <td>27</td> </tr> <tr> <td>FY</td> <td>27</td> </tr> <tr> <td>HY</td> <td>27</td> </tr> <tr> <td>SED</td> <td>38</td> </tr> <tr> <td>SWD</td> <td>30</td> </tr> <tr> <td>AA</td> <td>33</td> </tr> <tr> <td>AI</td> <td>45</td> </tr> <tr> <td>A</td> <td>44</td> </tr> <tr> <td>F</td> <td>48</td> </tr> <tr> <td>HL</td> <td>39</td> </tr> <tr> <td>PI</td> <td>31</td> </tr> <tr> <td>W</td> <td>54</td> </tr> <tr> <td>TOM</td> <td>56</td> </tr> </tbody> </table>			23-24	ALL	43	EL	27	FY	27	HY	27	SED	38	SWD	30	AA	33	AI	45	A	44	F	48	HL	39	PI	31	W	54	TOM	56
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Metric	Baseline			Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
<p>1P</p> <p>Math Early Assessment Program (EAP)</p> <p>Percentage of 11th grade students Exceeding Standard on the Mathematics State Assessment</p> <p>Source: CAASPP Reporting</p> <p>Note: Results do not include Charter Schools</p>		18-19	19-20		20-21	<p>NOTE:</p> <p>State Assessments were not administered during the spring of 2021.</p>		23-24
	ALL	10	N/A	ALL	N/A		ALL	34
	EL	1.3	N/A	EL	N/A		EL	28
	FY	N/A	N/A	FY	N/A		FY	27
	HY	0	N/A	HY	N/A		HY	27
	SED	6	N/A	SED	N/A		SED	31
	SWD	0.9	N/A	SWD	N/A		SWD	28
	AA	1.5	N/A	AA	N/A		AA	28
	AI	0	N/A	AI	N/A		AI	27
	A	14.9	N/A	A	N/A		A	38
	F	12.1	N/A	F	N/A		F	36
	HL	5.3	N/A	HL	N/A		HL	31
	PI	0	N/A	PI	N/A		PI	27
	W	21	N/A	W	N/A		W	42
TOM	16.5	N/A	TOM	N/A	TOM	39		
<p>1Q</p> <p>Post-secondary outcomes for Students with Disabilities</p> <p>Percentage of students reporting participation in Higher Education or competitive employment following graduation/ matriculation from SCUSD.</p> <p>Source: SpED Annual Performance Report (APR)</p>	2018-19: 37.3%			2019-20: 77.40%			2023-24: 75%	
				<p>Note: 2019-20 is the most recent SpED Annual Performance Report (APR) available</p>				

Actions

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
1.1	<p>Career and Technical Education (CTE) Pathways and Programs (Continuing)</p> <p>Prepare students for post-secondary education and careers through aligned pathway experiences that provide work-based learning opportunities. Coursework allows students to explore possible careers, begin training in a specific field, and build essential skills that lead to initial employment and/or postsecondary study. CTE offerings include, but are not limited to, courses in Engineering & Design, Building Trades & Construction, Health & Medical Sciences, and Information Technology. Build a CTE pipeline at the middle school level beginning with a pilot program at Rosa Parks that articulate to Luther Burbank.</p> <p>Expanded efforts will include the implementation of Linked Learning at all high schools and the implementation of a ‘Defense of Learning’ assessment process in CTE pathways. Partnership with Youth Development Support Services will continue to provide college mentors and after-school staff support to implement the California College Guidance Initiative (CCGI) modules. These support students in their postsecondary preparation activities. Additional college mentors will be hired to provide targeted support to CTE students to strengthen engagement and develop post-secondary transition plans.</p>	Ongoing	Y	\$5,368,287	\$3,347,764	<p>Pathways and programs are being implemented as planned. The CTE team has implemented virtual opportunities, partnered with city and community organizations to create internships and work-based learning opportunities, and is hiring a work-based learning coordinator. Linked Learning efforts have moved forward. The team has joined a community of practice (Linked Learning Alliance) to support operationalizing linked learning in the district. An SCUSD-specific community of practice has also been formed. 2022-23 implementation will bring linked learning to about half of the schools. Current efforts include master scheduling for cohorts and planning summer PD for teachers.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
1.2	<p>Academic and Career Counseling (Base) (Modified)</p> <p>Maintain base academic and career counseling supports for students including scheduling guidance, mental health support/crisis intervention, suicide awareness, assistance with college applications, FAFSA support, and planning for credit recovery.</p> <p>Staff will collaborate with the technology department to develop an electronic student-facing four-year plan. This tool will be interactive and provide students and families the opportunity to see their course plan and co-construct goals with their academic counselor. Includes 25.4 FTE for 2021-22 school year.</p>	Ongoing	N	\$3,852,052	\$3,719,641	<p>Implemented as planned. Counselors have adapted supports to the COVID-19 context, reviewing AB104 waivers and exemptions and following up with individual students to intervene in response to identified issues. The counseling team has also partnered with UCAN and IYT to collaborate on the provision of supplemental counseling for Black and African American students. This has included information about HBCUs and collaboratively problem-solving how to better provide support and services for B/AA students. Counselors are also supporting the building of awareness for the State Seal of Civic Engagement process.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
1.3	<p>Academic and Career Counseling (Supplemental) (Modified)</p> <p>Continue providing additional counseling supports to principally benefit unduplicated students including at-risk conferencing, campus visits, college and career awareness activities, summer school registration, college matriculation support, scholarship assistance, and prioritization of Homeless Youth and Foster Youth in registration and credit recovery. Includes 23.9 FTE for the 2021-22 school year.</p>	Ongoing	Y	\$3,321,917	\$3,013,776	<p>Implemented as planned. Counselors continue to work directly with high-needs students to provide credit recovery referral, career awareness, and other supports. The counseling team has also worked with college mentors to provide additional support in the areas of matriculation, financial aid, and college planning.</p>
1.4	<p>Central support for aligned master scheduling (Continuing)</p> <p>Coordinate districtwide scheduling and direct support to school sites to determine appropriate staffing needs, eliminate unnecessary course titles that lead to tracking, support pre-registration, and maximize overall scheduling efficiency. Implemented by 1.0 FTE Director of Master Scheduling.</p>	Ongoing	Y	\$155,714	\$187,372	<p>Implemented as planned. Key recent efforts have included the realignment of staffing allocations to schools that ensures the full implementation of English Learner courses at class sizes that appropriately match their language level. Work will continue with a focus on supporting English Learners through master scheduling, including newcomer pathways.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
1.5	<p>Credit Recovery Options (Continuing)</p> <p>Provide students who are off-track for graduation access and support to program options that accelerate their progress toward on-track status. Programs include targeted access at individual high schools sites as well as the central Sacramento Accelerated Academy (SAA) credit recovery site. Housed with the district’s enrollment center, SAA provides students with assistance from teachers both on-site and remotely to complete coursework. Includes 9.25 FTE for the 2021-22 school year.</p> <p>Staff have and will continue to collaborate with Homeless Youth Services, Foster Youth Services, and staff supporting English Learners to monitor progress and prioritize these student groups in providing credit recovery options.</p>	Ongoing	Y	\$1,594,056	\$1,526,704	<p>Implemented as planned. The program has surpassed past numbers of courses completed and participation reflects the demographics of the district. The credit recovery team is collaborating with partners (e.g. UCAN) to collaboratively support students with credit recovery efforts specific to Black/African American students.</p>
1.6	<p>Exam Fee Support (Continuing)</p> <p>Provide students access to Advanced Placement, International Baccalaureate (IB), PSAT, and SAT exams to ensure that no financial barriers prevent full participation.</p>	Ongoing	Y	\$499,165	\$499,249	<p>This action will be implemented as planned, with spring 2022 exam fees being provided to all students.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
1.7	<p>International Baccalaureate (IB) Program Support (Continuing)</p> <p>Continue providing expanded access to the International Baccalaureate (IB) program at target schools, particularly for low-income students, English Learners, and underrepresented students. Coursework in IB is designed to foster critical thinking, international mindedness, intellectual curiosity, and a love of learning. The rigor of the IB program also prepares students for post-secondary studies. This allocation funds 3.0 FTE, 1.0 at each of the IB sites (Kit Carson International Academy, Luther Burbank High School, and Caleb Greenwood Elementary) professional learning, and supplemental instructional materials.</p>	Ongoing	Y	\$459,625	\$458,808	This action has been implemented as planned, with support continuing at the school sites with IB programs.
1.8	<p>Site-determined, SPSA-based actions to support Goal 1 (Modified)</p> <p>Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$1,049,872	\$330,641	Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
1.9	<p>Department-level data-based decision-making (Continuing)</p> <p>Use student data to provide interventions for struggling students in order to maintain on-track status for graduation and a-g course completion, especially for low-income students and English Learners. Funding provide stipends to department heads at district high schools to support their leadership of data use.</p>	Ongoing	Y	\$461,753	\$461,753	Department head stipends have been implemented
1.10	<p>Transition Planning for Students with Disabilities (New)</p> <p>Provide adult professional learning regarding individual transition planning for special education instructional staff and school site administration to support development of transition planning at key milestones including, but not limited to:</p> <ul style="list-style-type: none"> • Preschool to Elementary School • Elementary to Middle School • Middle to High School • High School to Post- Secondary activities • Change in special education placement <p>Improve post-secondary tracking of students with disabilities and the student response rate following their graduation/matriculation from SCUSD to inform transition strategic planning.</p>	Ongoing	N	\$10,000	\$10,000	Transition professional development has been provided to Special Education Staff and other trainings are planned throughout the 21-22 school year

Goal

Goal #	Description
2	Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust, rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.

An explanation of why the LEA has developed this goal.

Analysis of student data from the most recent state assessments (2018-19) show that only 43% of students are ‘Meeting or Exceeding Standard’ in English Language Arts (ELA). For Math, the rate is only 33%. Results from the Dashboard show that on average, students scored 21.5 points below the ‘Standard Met’ level in ELA and 48.8 points below the ‘Standard Met’ level in Math. Significant performance gaps exist for multiple student groups including English Learners, Foster Youth, Homeless Youth, Socioeconomically Disadvantaged students, Students with Disabilities, African American students, American Indian or Alaska Native students, Hispanic/Latino students, and Native Hawaiian or Pacific Islander students.

Stakeholder input has emphasized the need for equity, inclusion, coherence and consistency across the district and the expectation that all students, regardless of school site, program participation, or classroom, should have equitable access to a high-quality educational experience. This includes fidelity to district programs and practices. A particular emphasis in stakeholder input has been the consistent implementation of district common assessments. This is currently an issue being discussed with labor partners. Participation rates in the beginning of year and interim assessments during 2020-21 for both Math and ELA have been near 50% districtwide.

This goal also aligns to the district’s current efforts to implement an effective Multi-Tiered System of Supports (MTSS) across all schools. The goal speaks to the provision of a high-quality Tier 1 instructional program for all students. This is the foundation upon which an effective MTSS is built. With a strong and effective Tier 1 program in place, the district will be able to more accurately assess the full range of needs that exist.

Note:

In the section below (Measuring and Reporting Results), abbreviations are used for student groups. These include EL (English Learners), FY (Foster Youth), HY (Homeless Youth), SED (Socioeconomically Disadvantaged students), SWD (Students with Disabilities), AA (African American students), AI/AN (American Indian or Alaska Native students), A (Asian students), F (Filipino students), H/L (Hispanic/Latino students), PI (Native Hawaiian or Pacific Islander Students), W (White students), and TOM (Students of Two or More races/Multiracial students).

The following section (Actions) includes a column titled ‘Contributing’ for which each action is categorized as ‘Y’ or ‘N.’ A ‘Y’ in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

Measuring and Reporting Results

Metric	Baseline		Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
2A							
ELA State Assessment		18-19		20-21	NOTE: State Assessments were not administered during the spring of 2021.		23-24
Average Distance from ‘Standard Met’ on English Language Arts (ELA) Smarter Balanced Summative Assessment for grades 3-8 and 11	ALL	-21.5	ALL	N/A		ALL	-15.6
	EL	-58	EL	N/A		EL	-42.3
	ELO	-100	ELO	N/A		ELO	-72.9
	RFEP	10.6	REFP	N/A		RFEP	16.6
	FY	-82.3	FY	N/A		FY	-60
	HY	-88.1	HY	N/A		HY	-64.2
	SED	-43.9	SED	N/A		SED	-32
	SWD	-100.5	SWD	N/A		SWD	-73.3
	AA	-72.5	AA	N/A		AA	-52.9
	AI	-61.2	AI	N/A		AI	-44.6
	A	-5.4	A	N/A		A	-3.9
	F	22.6	F	N/A		F	28.6
	HL	-39.7	HL	N/A		HL	-28.9
	PI	-66.1	PI	N/A	PI	-48.2	
	W	34.1	W	N/A	W	40.1	
	TOM	3.3	TOM	N/A	TOM	9.3	
Source: California School Dashboard							
Note: Results do not include Charter Schools							

Metric	Baseline		Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
<p>2B</p> <p>Math State Assessment</p> <p>Average Distance from ‘Standard Met’ on Mathematics Smarter Balanced Summative Assessment for grades 3-8 and 11</p> <p>Source: California School Dashboard</p> <p>Note: Results do not include Charter Schools</p>		18-19		20-21	<p>NOTE:</p> <p>State Assessments were not administered during the spring of 2021.</p>		23-24
	ALL	-48.8	ALL	N/A		ALL	-35.6
	EL	-75.1	EL	N/A		EL	-54.7
	ELO	-112.5	ELO	N/A		ELO	-82
	RFEP	-13.9	RFEP	N/A		RFEP	-10.1
	FY	-116.4	FY	N/A		FY	-84.9
	HY	-122.3	HY	N/A		HY	-89.2
	SED	-70.5	SED	N/A		SED	-51.4
	SWD	-129.1	SWD	N/A		SWD	-94.1
	AA	-107	AA	N/A		AA	-78
	AI	-98.6	AI	N/A		AI	-71.9
	A	-19.8	A	N/A		A	-14.4
	F	-3.2	F	N/A		F	-2.3
	HL	-69.8	HL	N/A		HL	-50.9
	PI	-91.9	PI	N/A		PI	-67
W	5.1	W	N/A	W	18.4		
TOM	-21.4	TOM	N/A	TOM	-15.6		
<p>2C</p> <p>California Science Test (CAST)</p> <p>Percentage of students Meeting or Exceeding Standards on CAST (Grades 5, 8, 12)</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>		18-19		20-21	<p>NOTE:</p> <p>State Assessments were not administered during the spring of 2021.</p>		23-24
	ALL	24.8	ALL	N/A		ALL	45
	EL	1.5	EL	N/A		EL	28
	FY	N/A	FY	N/A		FY	33
	HY	8.5	HY	N/A		HY	33
	SED	17.7	SED	N/A		SED	40
	SWD	6.5	SWD	N/A		SWD	32
	AA	9.4	AA	N/A		AA	34
	AI	20	AI	N/A		AI	42
	A	31.4	A	N/A		A	50
	F	36.2	F	N/A		F	53
	HL	16.6	HL	N/A		HL	39
	PI	10.9	PI	N/A		PI	35
	W	45.6	W	N/A		W	60
	TOM	35.5	TOM	N/A		TOM	53

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24												
<p>2D</p> <p>English Learner Progress Indicator (ELPI)</p> <p>Percentage of English Learners making progress towards proficiency on the English Language Proficiency Assessments for California (ELPAC)</p> <p>Source: California School Dashboard</p> <p>Note: Results do not include Charter Schools</p>	<table border="1"> <tr> <td></td> <td style="text-align: right;">19-20</td> </tr> <tr> <td>% of ELs decreasing at least 1 ELPI level</td> <td style="text-align: right;">18.5</td> </tr> <tr> <td>% of ELs who maintained ELPI Level of 1-3</td> <td style="text-align: right;">37.4</td> </tr> <tr> <td>% of ELs who maintained ELPI Level 4</td> <td style="text-align: right;">3.4</td> </tr> <tr> <td>% of ELs who progressed at least 1 ELPI Level</td> <td style="text-align: right;">40.6</td> </tr> <tr> <td>% Making Progress</td> <td style="text-align: right;">44.1</td> </tr> </table>		19-20	% of ELs decreasing at least 1 ELPI level	18.5	% of ELs who maintained ELPI Level of 1-3	37.4	% of ELs who maintained ELPI Level 4	3.4	% of ELs who progressed at least 1 ELPI Level	40.6	% Making Progress	44.1	<p style="text-align: center;">2021-22: TBD</p>	<p>2023-24:</p> <p>55.6% of ELs will progress at least 1 ELPI Level</p> <p>AND</p> <p>59.1% of ELs overall will make progress</p>
	19-20														
% of ELs decreasing at least 1 ELPI level	18.5														
% of ELs who maintained ELPI Level of 1-3	37.4														
% of ELs who maintained ELPI Level 4	3.4														
% of ELs who progressed at least 1 ELPI Level	40.6														
% Making Progress	44.1														
<p>2E</p> <p>Reclassification Rate</p> <p>Percentage of English Learners reclassified to Fluent English Proficient (RFEP)</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>	<p>2018-19: 9.5%</p> <p>2019-20: 10.4%</p> <p>2020-21: 4.6%</p>	<p style="text-align: center;">2021-22: TBD</p>	<p>2023-24:</p> <p>Reclassification rate will be within .5% of the state reclassification average</p> <p>Rate will be at least 13.3% based on 2019-20 state rate of 13.8%</p>												

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24																																																																																																									
<p>2F</p> <p>Long-Term English Learners (LTELs)</p> <p>Percentage of English Learners that have been classified as ELs for 6+ years</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>	<table border="1"> <thead> <tr> <th>Grade</th> <th>19-20</th> </tr> </thead> <tbody> <tr><td>6th</td><td>26</td></tr> <tr><td>7th</td><td>22</td></tr> <tr><td>8th</td><td>21</td></tr> <tr><td>9th</td><td>17</td></tr> <tr><td>10th</td><td>19</td></tr> <tr><td>11th</td><td>15</td></tr> <tr><td>12th</td><td>28</td></tr> </tbody> </table>	Grade	19-20	6 th	26	7 th	22	8 th	21	9 th	17	10 th	19	11 th	15	12 th	28	<table border="1"> <thead> <tr> <th rowspan="2">Grade</th> <th colspan="2">2020-21</th> </tr> <tr> <th>N</th> <th>%</th> </tr> </thead> <tbody> <tr><td>6th</td><td>463</td><td>52.6</td></tr> <tr><td>7th</td><td>442</td><td>47.5</td></tr> <tr><td>8th</td><td>461</td><td>43</td></tr> <tr><td>9th</td><td>464</td><td>41.5</td></tr> <tr><td>10th</td><td>344</td><td>30.6</td></tr> <tr><td>11th</td><td>296</td><td>25.6</td></tr> <tr><td>12th</td><td>322</td><td>28.6</td></tr> </tbody> </table>	Grade	2020-21		N	%	6 th	463	52.6	7 th	442	47.5	8 th	461	43	9 th	464	41.5	10 th	344	30.6	11 th	296	25.6	12 th	322	28.6	<table border="1"> <thead> <tr> <th>Grade</th> <th>23-24</th> </tr> </thead> <tbody> <tr><td>6th</td><td>18</td></tr> <tr><td>7th</td><td>17</td></tr> <tr><td>8th</td><td>15</td></tr> <tr><td>9th</td><td>13</td></tr> <tr><td>10th</td><td>15</td></tr> <tr><td>11th</td><td>11</td></tr> <tr><td>12th</td><td>14</td></tr> </tbody> </table>	Grade	23-24	6 th	18	7 th	17	8 th	15	9 th	13	10 th	15	11 th	11	12 th	14																																															
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<p>2G</p> <p>Advanced Placement (AP) Pass Rate 1</p> <p>Percentage of students in grades 10-12 that passed at least 1 AP Exam with a score of 3 or more</p> <p>Source: CALPADS Reporting (District Analysis)</p> <p>Note: Spring 2020 AP Exams were modified and administered online due to COVID-19</p>	<table border="1"> <thead> <tr> <th></th> <th>18-19</th> <th>19-20</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>10.6</td><td>5.7</td></tr> <tr><td>EL</td><td>4.4</td><td>2.1</td></tr> <tr><td>FY</td><td>0</td><td>0.0</td></tr> <tr><td>HY</td><td>1.4</td><td>0.0</td></tr> <tr><td>SED</td><td>8</td><td>4.2</td></tr> <tr><td>SWD</td><td>0.4</td><td>0.7</td></tr> <tr><td>AA</td><td>2.4</td><td>1.6</td></tr> <tr><td>AI</td><td>1.5</td><td>0.0</td></tr> <tr><td>A</td><td>16.8</td><td>9.3</td></tr> <tr><td>F</td><td>17.6</td><td>8.7</td></tr> <tr><td>HL</td><td>8.9</td><td>4.4</td></tr> <tr><td>PI</td><td>1.8</td><td>1.6</td></tr> <tr><td>W</td><td>15.7</td><td>8.3</td></tr> <tr><td>TOM</td><td>15.1</td><td>6.9</td></tr> </tbody> </table>		18-19	19-20	ALL	10.6	5.7	EL	4.4	2.1	FY	0	0.0	HY	1.4	0.0	SED	8	4.2	SWD	0.4	0.7	AA	2.4	1.6	AI	1.5	0.0	A	16.8	9.3	F	17.6	8.7	HL	8.9	4.4	PI	1.8	1.6	W	15.7	8.3	TOM	15.1	6.9	<table border="1"> <thead> <tr> <th></th> <th>20-21</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>10.2</td></tr> <tr><td>EL</td><td>2.5</td></tr> <tr><td>FY</td><td>0</td></tr> <tr><td>HY</td><td>0</td></tr> <tr><td>SED</td><td>7</td></tr> <tr><td>SWD</td><td>0.6</td></tr> <tr><td>AA</td><td>2.9</td></tr> <tr><td>AI</td><td>1.9</td></tr> <tr><td>A</td><td>16</td></tr> <tr><td>F</td><td>15.1</td></tr> <tr><td>HL</td><td>7.3</td></tr> <tr><td>PI</td><td>1.6</td></tr> <tr><td>W</td><td>16.7</td></tr> <tr><td>TOM</td><td>13.6</td></tr> </tbody> </table>		20-21	ALL	10.2	EL	2.5	FY	0	HY	0	SED	7	SWD	0.6	AA	2.9	AI	1.9	A	16	F	15.1	HL	7.3	PI	1.6	W	16.7	TOM	13.6	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>20</td></tr> <tr><td>EL</td><td>8</td></tr> <tr><td>FY</td><td>2</td></tr> <tr><td>HY</td><td>3</td></tr> <tr><td>SED</td><td>16</td></tr> <tr><td>SWD</td><td>5</td></tr> <tr><td>AA</td><td>5</td></tr> <tr><td>AI</td><td>3</td></tr> <tr><td>A</td><td>20</td></tr> <tr><td>F</td><td>20</td></tr> <tr><td>HL</td><td>15</td></tr> <tr><td>PI</td><td>3</td></tr> <tr><td>W</td><td>20</td></tr> <tr><td>TOM</td><td>20</td></tr> </tbody> </table>		23-24	ALL	20	EL	8	FY	2	HY	3	SED	16	SWD	5	AA	5	AI	3	A	20	F	20	HL	15	PI	3	W	20	TOM	20
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<p>2H</p> <p>Advanced Placement (AP) Pass Rate 2</p> <p>Percentage of ALL Advanced Placement (AP) Exams taken by students in grades 10-12 that were passed with a score of 3 or more</p> <p>Source: CDE Dataquest Reporting</p>	<p>2018-19: 43.4%</p> <p>2019-20: 49.9%*</p> <p><i>*Note: Spring 2020 AP Exams were modified and administered online due to COVID-19</i></p>	<p>2020-21: TBD</p>	<p>2023-24: 67%</p>																																																																																																									
<p>2I</p> <p>Advanced Placement (AP) Enrollment</p> <p>Percentage of students in grades 10-12 enrolled in 1 or more Advanced Placement (AP) classes</p> <p>Source: CALPADS Reporting (District Analysis)</p>	<table border="1"> <thead> <tr> <th></th> <th>19-20</th> <th>20-21</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>25.5</td><td>25.4</td></tr> <tr><td>EL</td><td>9.2</td><td>7.2</td></tr> <tr><td>FY</td><td>3.4</td><td>2.5</td></tr> <tr><td>HY</td><td>7.9</td><td>4.2</td></tr> <tr><td>SED</td><td>20.1</td><td>19.7</td></tr> <tr><td>SWD</td><td>2.7</td><td>2.7</td></tr> <tr><td>AA</td><td>12.4</td><td>12.9</td></tr> <tr><td>AI</td><td>15.7</td><td>9.6</td></tr> <tr><td>A</td><td>37.5</td><td>38.9</td></tr> <tr><td>F</td><td>39.1</td><td>39.6</td></tr> <tr><td>HL</td><td>19.9</td><td>18.7</td></tr> <tr><td>PI</td><td>11.4</td><td>11.8</td></tr> <tr><td>W</td><td>34.1</td><td>35</td></tr> <tr><td>TOM</td><td>33.8</td><td>33.5</td></tr> </tbody> </table>		19-20	20-21	ALL	25.5	25.4	EL	9.2	7.2	FY	3.4	2.5	HY	7.9	4.2	SED	20.1	19.7	SWD	2.7	2.7	AA	12.4	12.9	AI	15.7	9.6	A	37.5	38.9	F	39.1	39.6	HL	19.9	18.7	PI	11.4	11.8	W	34.1	35	TOM	33.8	33.5	<table border="1"> <thead> <tr> <th></th> <th>21-22</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>TBD</td></tr> <tr><td>EL</td><td>TBD</td></tr> <tr><td>FY</td><td>TBD</td></tr> <tr><td>HY</td><td>TBD</td></tr> <tr><td>SED</td><td>TBD</td></tr> <tr><td>SWD</td><td>TBD</td></tr> <tr><td>AA</td><td>TBD</td></tr> <tr><td>AI</td><td>TBD</td></tr> <tr><td>A</td><td>TBD</td></tr> <tr><td>F</td><td>TBD</td></tr> <tr><td>HL</td><td>TBD</td></tr> <tr><td>PI</td><td>TBD</td></tr> <tr><td>W</td><td>TBD</td></tr> <tr><td>TOM</td><td>TBD</td></tr> </tbody> </table> <p>NOTE: 2021-22 Enrollment data will be available in March 2022 following completion of the district's CALPADS submission.</p>		21-22	ALL	TBD	EL	TBD	FY	TBD	HY	TBD	SED	TBD	SWD	TBD	AA	TBD	AI	TBD	A	TBD	F	TBD	HL	TBD	PI	TBD	W	TBD	TOM	TBD	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>30</td></tr> <tr><td>EL</td><td>15</td></tr> <tr><td>FY</td><td>5</td></tr> <tr><td>HY</td><td>10</td></tr> <tr><td>SED</td><td>30</td></tr> <tr><td>SWD</td><td>5</td></tr> <tr><td>AA</td><td>20</td></tr> <tr><td>AI</td><td>20</td></tr> <tr><td>A</td><td>40</td></tr> <tr><td>F</td><td>40</td></tr> <tr><td>HL</td><td>25</td></tr> <tr><td>PI</td><td>15</td></tr> <tr><td>W</td><td>40</td></tr> <tr><td>TOM</td><td>40</td></tr> </tbody> </table>		23-24	ALL	30	EL	15	FY	5	HY	10	SED	30	SWD	5	AA	20	AI	20	A	40	F	40	HL	25	PI	15	W	40	TOM	40
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<p>2L</p> <p>State Standards Implementation Survey</p> <p>Percentage of respondents indicating ‘Fully Implementing’ or ‘Fully Implementing with Sustainability’ by survey domain</p> <p>Source: Local Survey of Administrators</p>		20-21		21-22		23-24	
	Providing Professional Learning	28	Providing Professional Learning	TBD	Providing Professional Learning	100	
	Identifying Professional Learning Needs	20	Identifying Professional Learning Needs	TBD	Identifying Professional Learning Needs	100	
	Providing Standards-Aligned Materials	45	Providing Standards-Aligned Materials	TBD	Providing Standards-Aligned Materials	100	
	Implementing Standards	19	Implementing Standards	TBD	Implementing Standards	100	
	Implementing Policies or Programs to help staff identify areas of improvement	3	Implementing Policies or Programs to help staff identify areas of improvement	TBD	Implementing Policies or Programs to help staff identify areas of improvement	100	
<p>2M</p> <p>District Common Assessment Participation Rate (Math)</p> <p>Percentage of students completing the second Interim District Common Assessment in Math</p> <p>Source: District Analysis</p> <p><i>Note: iReady is being considered for districtwide use. If selected, this metric will be realigned.</i></p>		20-21		21-22	<p>NOTE:</p> <p>The administration window for the second Interim District Common Assessment for Math ends on March 31</p>	23-24	
	ALL	24	ALL	TBD		ALL	95
	EL	30	EL	TBD		EL	95
	FY	TBD	FY	TBD		FY	95
	HY	TBD	HY	TBD		HY	95
	SED	24	SED	TBD		SED	95
	SWD	18	SWD	TBD		SWD	95
	AA	17	AA	TBD		AA	95
	AI	18	AI	TBD		AI	95
	A	31	A	TBD		A	95
	HL	23	HL	TBD		HL	95
	PI	22	PI	TBD		PI	95
	W	23	W	TBD		W	95
	TOM	23	TOM	TBD		TOM	95

Metric	Baseline		Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
<p>2N District Common Assessment Participation Rate (ELA) Percentage of students completing the second Interim District Common Assessment in ELA</p> <p>Source: District Analysis</p> <p><i>Note: iReady is being considered for districtwide use. If selected, this metric will be realigned.</i></p>		20-21		21-22	<p>NOTE:</p> <p>The administration window for the second Interim District Common Assessment for ELA ends in late April</p>		23-24
	ALL	49	ALL	TBD		ALL	95
	EL	49	EL	TBD		EL	95
	FY	36	FY	TBD		FY	95
	HY	31	HY	TBD		HY	95
	SED	46	SED	TBD		SED	95
	SWD	40	SWD	TBD		SWD	95
	AA	41	AA	TBD		AA	95
	AI	42	AI	TBD		AI	95
	A	56	A	TBD		A	95
	HL	47	HL	TBD		HL	95
	PI	43	PI	TBD		PI	95
	W	52	W	TBD		W	95
	TOM	50	TOM	TBD		TOM	95
<p>2O District Common Assessment Performance (Math) Percentage of correct responses on the second Interim District Common Assessment (Math)</p> <p>Source: District Analysis</p> <p><i>Note: iReady is being considered for districtwide use. If selected, this metric will be realigned.</i></p>		20-21		20-21	<p>NOTE:</p> <p>The administration window for the second Interim District Common Assessment for Math ends on March 31</p>		23-24
	ALL	59	ALL	TBD		ALL	70
	EL	51	EL	TBD		EL	64
	SED	54	SED	TBD		SED	66
	SWD	49	SWD	TBD		SWD	63
	AA	46	AA	TBD		AA	61
	AI	53	AI	TBD		AI	66
	A	61	A	TBD		A	72
	HL	54	HL	TBD		HL	66
	PI	50	PI	TBD		PI	64
	W	72	W	TBD		W	80
	TOM	64	TOM	TBD		TOM	74

Metric	Baseline		Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
<p>2P District Common Assessment Performance (ELA) Percentage of correct responses on the second Interim District Common Assessment for English Language Arts (ELA) Source: District Analysis <i>Note: iReady is being considered for districtwide use. If selected, this metric will be realigned.</i></p>		20-21		21-22	<p>NOTE: The administration window for the second Interim District Common Assessment for ELA ends in late April</p>		23-24
	ALL	54	ALL	TBD		ALL	66
	EL	40	EL	TBD		EL	56
	FY	40	FY	TBD		FY	56
	HY	39	HY	TBD		HY	56
	SED	48	SED	TBD		SED	62
	SWD	41	SWD	TBD		SWD	57
	AA	44	AA	TBD		AA	59
	AI	48	AI	TBD		AI	62
	A	56	A	TBD		A	68
	HL	49	HL	TBD		HL	63
	PI	45	PI	TBD		PI	60
	W	65	W	TBD		W	74
	TOM	60	TOM	TBD		TOM	71
<p>2Q Third Grade Reading Proficiency (State Assessment) Percentage of third grade students above standard on the Reading-specific domain of the state’s ELA assessment Source: California Assessment of Student Performance and Progress (CAASPP) <i>Note: Results do not include Charter Schools</i></p>		18-19		20-21	<p>NOTE: State Assessments were not administered during the spring of 2021.</p>	<p>The district’s desired outcome for this metric is that 100% of all students and all student groups will exceed the standard on the reading-specific domain of the state’s ELA assessment.</p>	
	ALL	21.5	ALL	N/A			
	EL	4.2	EL	N/A			
	RFEP	29.7	FY	N/A			
	HY	3.6	HY	N/A			
	SED	13.5	SED	N/A			
	SWD	9.4	SWD	N/A			
	AA	8.6	AA	N/A			
	AI	7.1	AI	N/A			
	A	21.7	A	N/A			
	F	37.5	F	N/A			
	HL	14.8	HL	N/A			
	PI	7.1	PI	N/A			
	W	43.1	W	N/A			
TOM	33.9	TOM	N/A				

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24																																			
<p>2R</p> <p>Third Grade Reading Proficiency (District Assessment)</p> <p>Percentage of students achieving proficiency on the Reading-specific domain of the district’s local ELA assessment</p> <p>Source: District Common Assessments</p>	<p>2020-21 Baseline: 0</p> <p><i>Currently, district benchmark assessments measure overall performance in ELA and Math. In 2021-22, staff will develop specific question groups within the ELA assessments to enable specific measurement of reading proficiency.</i></p> <p><i>Note: iReady is being considered for districtwide use. If selected, this metric will be realigned.</i></p>	<table border="1" data-bbox="1031 164 1518 508"> <thead> <tr> <th rowspan="2">Grade</th> <th colspan="3">21-22</th> </tr> <tr> <th>N</th> <th>Fall</th> <th>Spring</th> </tr> </thead> <tbody> <tr> <td>K</td> <td>348</td> <td>73</td> <td>78</td> </tr> <tr> <td>1</td> <td>761</td> <td>35</td> <td>43</td> </tr> <tr> <td>2</td> <td>847</td> <td>26</td> <td>34</td> </tr> <tr> <td>3</td> <td>924</td> <td>31</td> <td>40</td> </tr> <tr> <td>4</td> <td>833</td> <td>18</td> <td>27</td> </tr> <tr> <td>5</td> <td>847</td> <td>18</td> <td>27</td> </tr> <tr> <td>6</td> <td>764</td> <td>21</td> <td>31</td> </tr> </tbody> </table> <p>Note: The above results provide the fall and spring percentage of students who placed above or on grade-level for the iReady ELA assessment.</p>	Grade	21-22			N	Fall	Spring	K	348	73	78	1	761	35	43	2	847	26	34	3	924	31	40	4	833	18	27	5	847	18	27	6	764	21	31	<p>The district’s desired outcome for this metric is that 100% of all students and all student groups will achieve proficiency on the reading-specific domain of the district’s local ELA assessment.</p>
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<p>2S</p> <p>Collaboration Time</p> <p>Percentage of school sites completing the collaboration time data collection tool and percentage of school sites confirming explicit use of time to focus on improved outcomes for unduplicated students.</p> <p>Source: Site Administrator Responses</p>	<p>Data collection tool to be developed and implemented in 2021-22. Tool will ask sites to describe how collaboration time is used, including how efforts are focused on improved outcomes for unduplicated students.</p> <p>2020-21 Baseline for response rate: 0%</p> <p>2020-21 Baseline for confirmation of explicit use rate: 0%</p>	<p>2021-22 Response Rate: TBD</p> <p>2021-22 Confirmation of explicit use: TBD</p>	<p>Response rate: 100%</p> <p>Confirmation of explicit use rate: 100%</p>																																			

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24																		
<p>2T</p> <p>Least Restrictive Environment</p> <p>Rate of students with disabilities in Regular Class more than 80% of the time and less than 40% of the time.</p> <p>Source: SpED Annual Performance Report (APR)</p>	<p>2018-19:</p> <table border="1"> <thead> <tr> <th>Time in Regular Class</th> <th>% of Students</th> </tr> </thead> <tbody> <tr> <td>More than 80% of the time</td> <td>57.7</td> </tr> <tr> <td>Less than 40% of the time</td> <td>23.8</td> </tr> </tbody> </table>	Time in Regular Class	% of Students	More than 80% of the time	57.7	Less than 40% of the time	23.8	<p>2029-20:</p> <table border="1"> <thead> <tr> <th>Time in Regular Class</th> <th>% of Students</th> </tr> </thead> <tbody> <tr> <td>More than 80% of the time</td> <td>54.1%</td> </tr> <tr> <td>Less than 40% of the time</td> <td>22%</td> </tr> </tbody> </table>	Time in Regular Class	% of Students	More than 80% of the time	54.1%	Less than 40% of the time	22%	<p>2023-24:</p> <table border="1"> <thead> <tr> <th>Time in Regular Class</th> <th>% of Students</th> </tr> </thead> <tbody> <tr> <td>More than 80% of the time</td> <td>61</td> </tr> <tr> <td>Less than 40% of the time</td> <td>20</td> </tr> </tbody> </table>	Time in Regular Class	% of Students	More than 80% of the time	61	Less than 40% of the time	20
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Actions

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.1	<p>Professional Development to support implementation of state standards (Continuing)</p> <p>Curriculum Coordinators and Training Specialists in the Curriculum and Instruction department will provide teachers and other instructional staff professional development and a wide range of supports for implementation of state standards. Professional Learning will include guidance for the use of grade level scope and sequence plans, administration and analysis of the district’s common assessments, and on-site coaching for effective delivery of research-based, standards-aligned instruction. Professional development is anchored in the district’s commitment to the practices of Universal Design for Learning (UDL). Staffing includes 25.1 total FTE for the 2021-22 school year.</p>	Ongoing	Y	\$3,655,438	\$3,181,020	<p>Action implemented as planned. Curriculum coordinators and training specialists are providing professional learning to sites and individual staff.</p> <p>Preservice training in August was designed and delivered and staff are working ongoing to co-create and co-facilitate sessions based on site goals and needs in alignment with SPSAs</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.2	<p>Advanced Learning Programs (Continuing) Central coordination, support, and professional development to implement Gifted and Talented Education (GATE) instruction and Advanced Placement (AP) course options. Includes the coordination and management of GATE assessment and identification. Staffing includes 1.8 FTE (1 Coordinator, 0.8 Resource Teacher).</p>	Ongoing	Y	\$288,665	\$286,238	Universal GATE screening/identification for students in grades 1-4 is occurring during Jan-Feb 2022. New Advanced Placement (AP) teachers were provided the opportunity to attend online AP Summer Institute training
2.3	<p>Expanded Learning Programs (Continuing) Youth Development Support Services (YDSS) provides expanded learning programs at 60 school sites. Programs include before school, after school, summer, and intersession learning. Implemented in collaboration with community partners and external providers, staff develop programs at each school site that provide supports including home visits, outreach, referral to resources, online enrichment, small group instruction, tutoring, homework help, and credit recovery/elective courses at high schools. Examples of providers include the Sacramento Chinese Community Services Center and the Boys and Girls Club.</p>	Ongoing	N	\$13,460,300	\$10,085,441	YDSS is currently operating 70 expanded learning (after school and before school) programs. This includes the expansion to eight non-grant-funded sites that previously did not have YDSS programs. The recent Expanded Learning Opportunities Program Grant will provide enough funding to offer programming to all unduplicated students.

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.4	<p>Multisensory Reading Intervention: Curriculum and Training (New)</p> <p>Expand the accessibility to Sonday reading curriculum and training to all special education instructional staff (including Special Day Class (SDC) teachers and Resource Specialist Program (RSP) teachers) and Curriculum & Instruction coaches. Action includes the coordination of ongoing implementation support.</p>	Ongoing	N	\$197,250	\$166,000	<p>As of December 2021, training has been completed for approximately 160 staff including RSP teachers, SDC teachers, training specialists, and full inclusion coaches. Trained staff have received Sonday curriculum and training specialists are available to support implementation (including a specialist who is a trained Sonday coach).</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.5	<p>Language Acquisition Programs for English Learners (New)</p> <p>Implement programs to support language acquisition for English Learners. For the 2021-2022 school year, a training specialist will be assigned to work with all of SCUSD’s dual immersion programs. Specific activities will include coordination of grant efforts, the bilingual teacher’s network, county meetings, and all immersion site-specific needs and professional learning. The specialist will also work with the Multilingual Office to develop the vertical articulation necessary to create middle school immersion programs and heritage language courses.</p> <p>Over the next three years, new ELD content-area classes and Long-Term EL intervention classes will be added to build Pathways to Multiliteracy, increase the reclassification rate, and improve graduation rates, Staff will seek approval of courses in A-G Pathways, with potential courses including ELD Math II, ELD Geography, ELD Ethnic Studies, Ethnic Studies and Literature.</p> <p>The Multilingual Literacy Department includes 8.8 FTE in certificated and classified staffing for the 2021-22 school year.</p>	Ongoing	Y	\$320,000	\$257,600	This process/pathway is currently being reviewed. A needs assessment of the resources needed is being reviewed..

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.6	<p>Professional Learning specific to instruction for English Learners (New)</p> <p>Provide professional learning to build capacity of the Curriculum and Instruction Office educators by completing the two-year training of LETRS (Language Essentials for Teachers of Reading and Spelling) in 2022, a three-year training of EL Rise in 2023, and on-going training on the ERWC (Expository Reading and Writing Curriculum from the California State University System) in order to promote full implementation of the ELD standards (including foundational skills found in Part III of the standards) across the grade-levels and content areas.</p> <p>In 2021-22 and 2022-23, an additional ELD Specialist will be added at the secondary level to expand the capacity of Multilingual Literacy to provide professional learning and direct support to school sites.</p> <p>A bilingual aide will be assigned to work at the two elementary sites that have the highest number of identified migrant students. This bilingual aide will be paid by the DSA with Butte County.</p>	Ongoing	Y	\$310,000	\$255,600	<p>ELA/ELD training specialists are in year two of LETRS training. The ELD Coordinator continues to attend EL RISE professional learning and the ERWC training is being offered to high school teachers who need or request the training. An additional secondary ELD specialist has been added to the multilingual literacy team.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.7	<p>Pathways to Multiliteracy (New)</p> <p>For the 2021-2022 school year, the Multilingual Office will roll out its process of awarding world language credit to students who are multiliterate. The Avant World Language Placement Exam will be offered to eligible incoming 9th grade students (who speak a language other than English at home) in order to receive world language credit and ensure appropriate placement, as well as newly enrolled high school students who completed 6th grade in a country whose instruction was in a language other than English. This process will increase the number of students who receive the State Seal of Biliteracy (a CA School Dashboard Indicator), are on-track for graduation and UC/CSU A-G eligibility. Additionally, this process should build world language and heritage language programs (sections and FTE) by appropriately placing our multiliterate students in Advanced Placement (AP) world language courses. The increase in AP enrollment and testing will help to increase college and career readiness for English Learners.</p>	Ongoing	Y	\$724,370	\$586,254	A process is currently being reviewed.
2.8	<p>Class Size Reduction (K-3) (Continuing)</p> <p>Maintain reduction of class size to 24:1 for all classrooms Kindergarten through third grade. Includes 20.5 teacher FTE for the 2021-22 school year.</p>	Ongoing	Y	\$2,607,600	\$2,607,600	Action implemented as planned

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.9	<p>Additional staffing for high-needs sites (Continuing)</p> <p>Provide additional staffing (FTE) to high-needs sites across the district to reduce class size and expand access to programs. Includes 146.5 teacher FTE for the 2021-22 school year.</p>	Ongoing	Y	\$18,535,037	\$18,316,439	Action implemented as planned
2.10	<p>Weekly Collaboration Time for certificated staff (Continuing)</p> <p>Provide one hour of time per week for teachers to collaborate with peers on approaches to improving student achievement. Activities during collaborative time include review of student data, assessment of student work, and planning of instruction to meet student needs, in particular the needs of unduplicated students and other target student groups.</p>	Ongoing	Y	\$6,219,696	\$6,219,696	Action implemented as planned
2.11	<p>Restructured Salary Schedule (Continuing)</p> <p>Maintain a competitive salary and benefit package for certificated staff to increase the district’s ability to recruit highly qualified candidates, retain experienced teachers, and reduce overall turnover.</p>	Ongoing	Y	\$14,203,819	\$14,203,819	Action implemented as planned

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.12	<p>Early Childhood Education: Preschool Programs (Continuing)</p> <p>Provide access to early childhood education for eligible students and families to build a strong foundation for success in elementary school and beyond. Operation of 42 classrooms across the district with approximately 1120 spaces available. Offerings include a combination of state-funded and Head Start-funded programs. Program eligibility is income-based and the location of programs are prioritized to Title 1-designated sites. Includes 109.3 certificated and classified FTE for the 2021-22 school year.</p>	Ongoing	N	\$12,740,638	\$11,283,847	Preschool programs have been implemented for the 2021-22 school year
2.13	<p>Early Childhood Education: Early/Transitional Kindergarten (Continuing)</p> <p>Provide early access to Kindergarten for students who meet the state-defined age eligibility. Students enroll in a full year of Early/Transitional Kindergarten programming to build a strong foundation for success in Kindergarten and beyond. Early Kindergarten classrooms will be offered at 10 schools sites for a total of 240 students. Includes small materials budget. Includes 8.0 teacher FTE for the 2021-22 school year.</p>	Ongoing	N	\$1,165,505	\$1,104,233	Action implemented as planned. The Early Kinder program will change beginning in 2022-23 and beyond following the state’s move to require Universal Transitional Kindergarten for all 4 year old students.

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.14	<p>Literacy, Research, and Project-based Learning Instruction (Secondary Librarians) (Continuing)</p> <p>Provide students instruction and learning opportunities in research, information literacy, and project-based learning. Ensure coherent programming across sites so all students at targeted grade levels have access to library resources and supports. Includes 11.1 teacher FTE for the 2021-22 school year.</p>	Ongoing	Y	\$1,612,731	\$1,377,089	Action implemented as planned
2.15	<p>Expansion of Theater Arts/Social Emotional Learning Pilot Program (New)</p> <p>Expand offerings of a pilot that previously served 1696 students across 72 classrooms in an integrated Theater Arts/Social Emotional Learning program. Implementation includes professional development for teachers and course offerings for students. Expansion is being funded through the Expanded Learning Opportunities (ELO) Grant and will enable the district to serve 140 classrooms, doubling the number of participating students from the previous scope of the pilot.</p>	1 Year	N	\$600,000	\$597,800	<p>Implemented as planned. The program has expanded into 140 classrooms across two cohorts. Both cohorts are on track to complete the planned teaching artist sessions and SEL modules. Initial reports from teaching artists and cooperating teachers indicate that the sessions are helping teachers and students learn SEL core competencies using Theater Arts. Next steps include development of an informational video to inform the community about this opportunity.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.16	<p>Visual and Performing Arts Opportunities (Continuing)</p> <p>Provide instrumental music instructors for 7-8th grade students in our comprehensive middle schools and larger K-8 schools and ensure that students are provided access to instruments, needed supplies, and sheet music through a music library. Provide arts assemblies and residencies through the Any Given Child Program, as well as 3rd and 4th grade recorder instruction through the Kennedy Center’s Link-Up! program. Includes 4.8 teacher FTE for the 2021-22 school year.</p>	Ongoing	Y	\$796,438	\$616,468	<p>Implemented as planned. All K-8 schools have VAPA opportunities funded. The music library has expanded student access to instruments by working through the backlog of repair needs.</p>
2.17	<p>Site-determined, SPSA-based actions to support Goal 2 (Specific to EL Progress) (Modified)</p> <p>Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$1,390,325	\$1,093,205	<p>Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122</p>
2.18	<p>Site-determined, SPSA-based actions to support Goal 2 (Specific to ELA) (Modified)</p> <p>Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$1,197,943	\$862,981	<p>Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.19	<p>Site-determined, SPSA-based actions to support Goal 2 (Specific to Math) (Modified)</p> <p>Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$552,264	\$453,682	<p>Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122</p>
2.20	<p>Site-determined, SPSA-based actions to support Goal 2 (Specific to other Academic Standards) (Modified)</p> <p>Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$3,401,365	\$1,548,859	<p>Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
2.21	<p>Extra and co-curricular opportunities (Continuing)</p> <p>Providing increased access for students to College Visits, Field Trips, and other experiential learning opportunities including elementary athletics. These increased opportunities are intended to primarily benefit unduplicated students, in particular low-income students, who may not have the same access to such opportunities outside of school.</p>	Ongoing	Y	\$711,571	\$355,786	<p>Implementation with modifications due to the context of the COVID-19 pandemic. The traditional elementary school sports leagues have been pivoted to a new intramural sports program at each elementary school, with site leaders conducting programs based on an assessment of sport interest at their sites. Single-campus activities will allow for more effective contact tracing and the ability to maintain safety protocols.</p>
2.22	<p>Building Teacher Capacity to Teach Reading Districtwide (New)</p> <p>Implement a six-year improvement of literacy plan. Provide LETRS (Language Essentials for Teachers of Reading and Spelling) training for all elementary principals and staff. Training was initiated in 2020-21 for ELA/ELD Teacher Specialists, Inclusion Coaches, and ELA/ELD Coordinators. From 2021-22 through 2024-25, three successive cohorts will go through training, with each cohort receiving two years of training. Training in year 6 and beyond will ensure that newly hired staff are included. Student outcomes will be measured using district common assessments.</p>	3 Years	N	\$361,273	\$3,723	<p>Currently in year two of implementation. Year two has focused on training of management staff and new training specialists/coaches to build capacity. Subsequent cohorts will expand to full cohorts of administrators and teachers.</p>

Goal

Goal #	Description
3	Provide every student the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs - especially English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, and other student groups whose outcomes indicate the greatest need – so that all students can remain fully engaged in school and access core instruction.

An explanation of why the LEA has developed this goal.

Analysis of student data from the Dashboard (2019) shows that almost 15% of students were chronically absent during the 2018-19 school year. Data from the 2019-20 school year prior to school closures was comparable, with 11% of students chronically absent through February of 2020. Significant performance gaps exist for multiple student groups including Foster Youth, Homeless Youth, Students with Disabilities, African American Students, American Indian or Alaska Native students, and Native Hawaiian or Pacific Islander students.

The need for targeted services and supports in SCUSD is high and has been increased during the time of school closures and distance learning. In the first part of 2020-21, Student Support and Health Services staff recorded a 31% increase in the number of students served, a 194% increase in home visits, and a 44% increase in the provision of basic needs/services relative to the same time in 2019-20. These services are critical for ensuring that students can remain fully engaged in school both in terms of attendance and receiving the social, emotional, and health supports they need to focus on their academics. Targeted academic supports are critical for ensuring that students are able to fully access core instruction. Where assessments reveal gaps in content or conceptual understanding, targeted intervention can be provided that addresses the need as soon as possible with ongoing monitoring to measure progress.

Stakeholders input has emphasized the importance of providing wrap-around services for students at the individual level, with particular focus on students groups with the highest needs. As with other goals, input has specified that student groups with the highest needs should be called out in the goal. Input has also informed the specific inclusion of multiple forms of support in the goal, with mental and physical health being a key priority across stakeholder groups.

This goal also aligns to the district’s current efforts to implement an effective Multi-Tiered System of Supports (MTSS) across all schools. The goal speaks to the provision of effective Tier 2 and 3 supports that are specific to identified student needs. Doing this well is one of the primary reasons the district has used the term ‘Data-based decision-making’ to describe its MTSS efforts. Effectively using data to identify specific student needs and connecting them to the appropriate resources/services is necessary to ensure their access to standards-aligned instruction (Goal 2) and support them in becoming college and career ready (Goal 1).

Note:

In the section below (Measuring and Reporting Results), abbreviations are used for student groups. These include EL (English Learners), FY (Foster Youth), HY (Homeless Youth), SED (Socioeconomically Disadvantaged students), SWD (Students with Disabilities), AA (African American students), AI/AN (American Indian or Alaska Native students), A (Asian students), F (Filipino students), H/L (Hispanic/Latino students), PI (Native Hawaiian or Pacific Islander Students), W (White students), and TOM (Students of Two or More races/Multiracial students).

The following section (Actions) includes a column titled ‘Contributing’ for which each action is categorized as ‘Y’ or ‘N.’ A ‘Y’ in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

Measuring and Reporting Results

Metric	Baseline			Year 1 Mid-Year Progress		Desired Outcome for 2023–24	
3A		19-20	20-21		21-22 MY		23-24
Attendance Rate	ALL	60	67	ALL	48	ALL	76
Percentage of students who attended school 96% of the time or more	EL	64	62	EL	52	EL	72
	FY	41	46	FY	40	FY	61
	HY	N/A	17	HY	18	HY	39
	SED	57	61	SED	45	SED	72
	SWD	52	59	SWD	40	SWD	70
	AA	48	47	AA	37	AA	61
	AI	54	55	AI	38	AI	67
	A	76	78	A	65	A	84
	F	69	83	F	303	F	88
	HL	56	63	HL	43	HL	73
	PI	46	45	PI	38	PI	60
	W	63	82	W	52	W	87
	TOM	59	71	TOM	47	TOM	79
Source: District Attendance, Behavior, and Course Performance (ABC) Reports							
<i>Note: Rates are to 2.4.20 for 2019-20 and to 2.25.21 for 2020-21.</i>							

Metric	Baseline			Year 1 Mid-Year Progress		Desired Outcome for 2023–24																																																																																																																																				
<p>3B</p> <p>Chronic Absenteeism Rate</p> <p>Percentage of students in grades K-8 who were absent for 10% or more of the total instructional days</p> <p>Source: California School Dashboard</p> <p><i>Note: 18-19 data is from the 2019 Dashboard. 19-20 and 20-21 data are internal analyses. 2019-20 is to 2.28.20. 2020-21 is to 4.5.21.</i></p> <p><i>Note: 2021-22 Mid-Year data is an internal analysis to 2.1.2022 and includes students K-12 and dependent charter schools. The Asian student group ('A') data includes Filipino students (F).</i></p>	<table border="1"> <thead> <tr> <th></th> <th>18-19</th> <th>19-20</th> <th>20-21 MY</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>14.8</td><td>11</td><td>17.8</td></tr> <tr><td>EL</td><td>11.2</td><td>8.3</td><td>20.4</td></tr> <tr><td>FY</td><td>30.1</td><td>21.4</td><td>33.8</td></tr> <tr><td>HY</td><td>57.9</td><td>42.8</td><td>63.6</td></tr> <tr><td>SED</td><td>18.1</td><td>12.4</td><td>22.6</td></tr> <tr><td>SWD</td><td>19.8</td><td>12.8</td><td>24</td></tr> <tr><td>AA</td><td>27.6</td><td>20.2</td><td>33.5</td></tr> <tr><td>AI</td><td>25.7</td><td>16.3</td><td>25.9</td></tr> <tr><td>A</td><td>5.5</td><td>4.1</td><td>9.9</td></tr> <tr><td>F</td><td>7.8</td><td>6</td><td>8</td></tr> <tr><td>HL</td><td>16.5</td><td>11.8</td><td>19.5</td></tr> <tr><td>PI</td><td>27.3</td><td>18.4</td><td>31.3</td></tr> <tr><td>W</td><td>8.3</td><td>7.9</td><td>9</td></tr> <tr><td>TOM</td><td>14.9</td><td>11.1</td><td>16.3</td></tr> </tbody> </table>		18-19	19-20	20-21 MY	ALL	14.8	11	17.8	EL	11.2	8.3	20.4	FY	30.1	21.4	33.8	HY	57.9	42.8	63.6	SED	18.1	12.4	22.6	SWD	19.8	12.8	24	AA	27.6	20.2	33.5	AI	25.7	16.3	25.9	A	5.5	4.1	9.9	F	7.8	6	8	HL	16.5	11.8	19.5	PI	27.3	18.4	31.3	W	8.3	7.9	9	TOM	14.9	11.1	16.3	<table border="1"> <thead> <tr> <th></th> <th>20-21 EOY</th> <th>21-22 MY</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>18.6</td><td>32.4</td></tr> <tr><td>EL</td><td>18.5</td><td>28.3</td></tr> <tr><td>FY</td><td>33.9</td><td>40.9</td></tr> <tr><td>HY</td><td>71.4</td><td>TBD</td></tr> <tr><td>SED</td><td>23.9</td><td>34.6</td></tr> <tr><td>SWD</td><td>25</td><td>38.5</td></tr> <tr><td>AA</td><td>38.6</td><td>43.2</td></tr> <tr><td>AI</td><td>31.1</td><td>39</td></tr> <tr><td>A</td><td>10.3</td><td>29.7</td></tr> <tr><td>F</td><td>7.8</td><td>Part of 'A'</td></tr> <tr><td>HL</td><td>20.2</td><td>34.3</td></tr> <tr><td>PI</td><td>37.4</td><td>35.9</td></tr> <tr><td>W</td><td>8.3</td><td>24.9</td></tr> <tr><td>TOM</td><td>17.4</td><td>32.6</td></tr> </tbody> </table>		20-21 EOY	21-22 MY	ALL	18.6	32.4	EL	18.5	28.3	FY	33.9	40.9	HY	71.4	TBD	SED	23.9	34.6	SWD	25	38.5	AA	38.6	43.2	AI	31.1	39	A	10.3	29.7	F	7.8	Part of 'A'	HL	20.2	34.3	PI	37.4	35.9	W	8.3	24.9	TOM	17.4	32.6	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>8</td></tr> <tr><td>EL</td><td>6.1</td></tr> <tr><td>FY</td><td>15.6</td></tr> <tr><td>HY</td><td>31.2</td></tr> <tr><td>SED</td><td>9</td></tr> <tr><td>SWD</td><td>9.3</td></tr> <tr><td>AA</td><td>14.7</td></tr> <tr><td>AI</td><td>11.9</td></tr> <tr><td>A</td><td>3</td></tr> <tr><td>F</td><td>4.4</td></tr> <tr><td>HL</td><td>8.6</td></tr> <tr><td>PI</td><td>13.4</td></tr> <tr><td>W</td><td>5.8</td></tr> <tr><td>TOM</td><td>8.1</td></tr> </tbody> </table>		23-24	ALL	8	EL	6.1	FY	15.6	HY	31.2	SED	9	SWD	9.3	AA	14.7	AI	11.9	A	3	F	4.4	HL	8.6	PI	13.4	W	5.8	TOM	8.1
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Metric	Baseline			Year 1 Mid-Year Progress		Desired Outcome for 2023–24	
<p>3F</p> <p>High School Drop-out Rate</p> <p>Percentage of students in the 4-year adjusted cohort who drop out of high school</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>		18-19	19-20		20-21		23-24
	ALL	7.6	6.2	ALL	7.4	ALL	4.5
	EL	10	13	EL	11	EL	9.5
	FY	37.5	16.7	FY	15.6	FY	12.2
	HY	22.8	22.1	HY	19.2	HY	16.1
	SED	8.4	6.9	SED	8.3	SED	5
	SWD	10.3	7.8	SWD	9.3	SWD	5.7
	AA	14.6	9.7	AA	13.5	AA	7.1
	AI	9.1	12.5	AI	9.1	AI	9.1
	A	4.4	2.5	A	2.6	A	1.8
	F	0	0	F	3.4	F	0
	HL	7.4	7.6	HL	8.9	HL	5.5
	PI	4.3	14.3	PI	20.6	PI	10.4
	W	6.1	2.6	W	3.8	W	1.9
	TOM	8.6	8.4	TOM	4.8	TOM	6.1
<p>3G</p> <p>Middle School Drop-out Rate</p> <p>Percentage of 8th grade cohort that dropped out of school (2020-21 and beyond)</p> <p>Percentage of students in grades 7 and 8 who dropped out of school (2019-20 and prior)</p> <p>Source: CALPADS Reporting (District Analysis)</p>		18-19	19-20		20-21		23-24
	ALL	0.1	0.06	ALL	0.09	ALL	0
	EL	0.1	0	EL	0	EL	0
	FY	0	0	FY	0	FY	0
	HY	0	2.5	HY	0	HY	0
	SED	0.04	0.08	SED	0.12	SED	0
	SWD	0.1	0	SWD	0	SWD	0
	AA	0.1	0.11	AA	0	AA	0
	AI	0	0	AI	0	AI	0
	A	0.1	0	A	0	A	0
	F	0.9	0	F	0	F	0
	HL	0.1	0.07	HL	0	HL	0
	PI	0	0	PI	0	PI	0
	W	0	0.08	W	0.45	W	0
	TOM	0.2	0	TOM	0	TOM	0

Actions

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.1	<p>Foster Youth Services (Continuing)</p> <p>Foster Youth Services (FYS) staff provide an array of supports for Foster Youth and families through a case management model. Support includes regular check-ins in students, connection to academic supports including tutoring, monitoring of attendance/engagement, referral to social, emotional, and other health services, and empowerment of student voice. Staffing includes 8.0 FTE (1 Coordinator, 5 Program Associates (2 Elementary, 1 Middle, and 1 High School), 1 case manager/community school liaison, and 1 clerk).</p>	Ongoing	Y	\$826,954	\$1,499,076	<p>Implemented as planned. Foster Youth Services team now includes two additional program associates that are serving K-6 students and tutoring and support services are in place for all eligible youth. All other support services are ongoing and will continue throughout the district.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.2	<p>Homeless Youth Services (Continuing) Homeless Services staff provide direct support for Homeless Youth and families in compliance with state and federal requirements. This includes identification and documentation for eligible services; enrollment and attendance support; referrals for eligible services including free meals, transportation, Title 1, and other district, state, and federal programs; referrals to social, emotional, and health services; intervention and outreach; referrals to community services; dispute resolution; and training/support for staff. Staff strive to facilitate a systemic approach by developing collective ownership and effective collaboration across the district in service of Homeless Youth and families. Staffing includes 1 Homeless Program Coordinator, 2 Social Workers, 2 Youth and Family Mental Health Advocates, and 1 Clerk. This reflects the addition in 2021 of 1 social worker, 2 Youth and Family Mental Health Advocates, and 1 Clerk to increase supports to students and families. The increase will decrease caseload ratios, enable more school site coverage, and provide more intervention services for students.</p>	Ongoing	N	\$639,666	\$428,480	<p>Homeless Youth Services is fully staffed and is implementing the actions as planned. Three support teams have been created, each with a full time social worker and advocate, that focuses on one-third of the district. These staff provide student and family support services to schools who do not have their own Student Support Center and supplemental services to those that do have an SSC. Supports include case management, home visitations, referrals and access to district and community resources, and other critical services.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.3	<p>School Psychologists (Continuing) School psychologists conduct special education assessments, serve as a member of Student Success Team (SST) to support the recommendation of appropriate academic and social emotional interventions and accommodations needed for students to fully access instruction and achieve learning goals. Includes 48.6 FTE for the 2021-22 school year.</p>	Ongoing	Y	\$7,179,443	\$6,266,474	Implemented as planned, with some positions still to be filled.
3.4	<p>Instructional Assistants (Continuing) Provide students with disabilities specific supports as identified in their Individualized Education Program (IEP). Includes 40.3 FTE for the 2021-22 school year.</p>	Ongoing	N	\$2,711,808	\$1,335,710	Implemented as planned, with positions still in hiring process.
3.5	<p>Social Workers specific to Special Education (Modified) Social Workers to address the needs of students with disabilities. Includes 8.0 FTE for the 2021-22 school year.</p>	Ongoing	N	\$1,193,336	\$1,216,159	Implemented as planned, with hiring of some positions still moving forward.

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.6	<p>Review and Approve a New English Learner Master Plan (New)</p> <p>The English Learner Master Plan is currently being revised. Members of the ELD and ELA training specialists cohort are working together to complete revisions by the end of June 2021. The New English Learner Master Plan will be approved by the Board in the 2021-2022 school year.</p>	1 Year	Y	\$70,000	\$57,600	<p>The English Learner Master Plan has been completed and is in draft form. The state has approved the initial chapters submitted and the draft plan will be presented to DELAC in the February meeting. The EL Master Plan will guide the provision of EL services to all district English Learners and will be presented to the board for final approval.</p>

<p>3.7</p>	<p>Intervention and Supports specific to English Learners (New)</p> <p>The Multilingual Literacy Office will develop student videos in our top five languages (at the elementary and secondary level) to welcome students to our district, affirm the assets of being multilingual, provide an overview of reclassification, and provide an introduction to the ELPAC assessment. This series will be housed on the district and Multilingual Literacy website by the 2022-2023 school year.</p> <p>Tutoring specific to Migrant Students will be provided by certificated staff. These staff members will be paid by the DSA with Butte County.</p> <p>Summer School programs and services are being prioritized for specific student groups, including English Learners. Staffing and materials will be funded through one-time CARES funding. Beginning in Summer 2022, the Multilingual office will support one high school to become a dual-immersion summer site where English Learners will receive target instruction on language acquisition. If successful, this summer program will be expanded to other sites or grade levels. Materials used in this summer program will include Language Launch, which mirrors the ELPAC assessment domains, providing further practice for our English Learners and support our Long-Term English Learner (LTEL) population. Within this program, there are also specific resources to support our newcomer students. Materials licensing, which will end in 2021-2022, will be reevaluated for funding. A summer program</p>	<p>Ongoing</p>	<p>Y</p>	<p>\$259,229</p>	<p>\$215,229</p>	<p>Language Launch curriculum and training has been offered to middle school and high school staff who have requested additional support for the English Learner Newcomer population. Currently, specialized support with implementation and lesson planning for Language Launch is being provided to one high school.</p>
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Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
	<p>specific to English Learners with support for language development and academic skills will be planned for summer of 2022.</p> <p>Secondary Newcomer intervention will include USA Learns and In the USA workbook by National Geographic Cengage. Primary Newcomer student curriculum is embedded within Benchmark Advance, SIPPS, Heggerty and LETRS training in collaboration with ELA department.</p> <p>World languages have recently been incorporated into the Multilingual Department. This includes responsibility for presenting professional learning in the new state standards, Universal Design for Learning, addressing the Federal Program Monitoring findings for administrative and site teams, on-going coaching and teacher professional learning.</p>					

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.8	<p>Health Services: School Nurses and Immunization Clinic (Modified)</p> <p>Nurses are key components of the district’s wrap-around health services for students. In addition to responding to the immediate health needs of individual students, they lead the district’s efforts to proactively identify physical and mental health needs and provide or connect students and families to the appropriate services and resources. Nurses also engage in outreach to provide important health information and education to students and families.</p> <p>Services will be provided by 1 Health Services Coordinator and 26 school nurses (24.1 FTE). School nurses include a lead school nurse, a vision and hearing team (2 FTE), a Special Education Preschool Assessment Team (2 FTE), and an Adult Education nurse.</p>	Ongoing	Y	\$3,471,036	\$3,394,285	<p>Implemented as planned and in alignment with additional nurse and health aide support provided through ESSER III funding. Health services staff have supported the wide range of critically important activities stemming from the COVID-19 pandemic in addition to the range of previously existing duties related to addressing the physical and mental health needs of students.</p>

<p>3.9</p>	<p>Attendance and Engagement Strategies (Continuing)</p> <p>Support school sites in focused efforts to reduce chronic absenteeism. Best practices that are supported include the regular meeting of attendance teams, data-based goal setting, development of attendance-specific MTSS structures, student case management, and participation in a monthly peer network. SCUSD was awarded 3 years of funding as part of Cohort 4 of the Learning Communities for School Success Program (LCSSP) state grant. With this funding, the goal is to scale Be Here! Efforts up to all SCUSD schools.</p> <p>The Attendance and Engagement Office staffing includes: 1 student Services Supervisor who oversees truancy, a restorative School Attendance Review Board (SARB) process, and support for connectivity including hotspots and chromebooks. 1 Student Family and support specialist who oversees the home check-in program, creates and delivers professional development, and collaborates closely with the Connect Center, Homeless Youth Services, and Special Education to ensure cohesive programming for target student groups. 7 Child Welfare and Attendance (CWA) specialists directly supports sites leadership teams to address attendance and engagement within the MTSS framework. This includes coaching to review data, conduct outreach, and develop and implement interventions.</p>	<p>Ongoing</p>	<p>N</p>	<p>\$345,703</p>	<p>\$437,658</p>	<p>The COVID-19 pandemic has made physical attendance protocols very challenging and staff are working to adjust and support sites through the changing and emergent needs of the current context. The Attendance and Engagement Office has hired an additional Child Welfare and Attendance Specialist and has posted additional positions. Chronic Absenteeism has increased significantly as a result of the omicron variant and staff will be working to focus intensely on target sites through tiered reengagement efforts to mitigate lost instructional time caused by quarantine.</p>
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<p>3.10</p>	<p>Student Support: Central Connect Center and Site-based Student Support Centers (Modified)</p> <p>The Connect Center serves as a critical hub in the districtwide effort to monitor and address mental health needs. Staff provide students and families a centralized access point for support services including, but not limited to, counseling referrals, mental health/behavioral consultations, suicide risk response and intervention, and attendance interventions. The Connect Center staffing includes 6.0 FTE (1 Coordinator, 3 Social Workers, 1 Student/Family Support Specialist, and 1 Family Youth Advocate). 29 schools have site-specific Student Support Centers. These are grant and site-funded and serve as local hubs to coordinate a range of services. The Connect Center primarily supports those school sites without Student Support Centers.</p> <p>Note: Some schools sites fund additional resources for site-based Student Support Centers through their SPSA-based allocations.</p>	<p>Ongoing</p>	<p>Y</p>	<p>\$1,816,390</p>	<p>\$872,834</p>	<p>Student Support and Health Services staff continue to adapt their services and supports to the changing context of the district and world during the COVID-19 pandemic. The need for interventions has increased greatly and staff have responded by increasing the number of interventions provided as measured from Quarter 1, 2020 to the same period in 2021. Interventions include behavioral supports, caregiver support & education, conflict resolution & peer mediation, gang/violence prevention, homeless/housing services, and LGBTQ supports. Staff continue to provide a wide range of professional learning opportunities across staff, family, student, and community groups.</p>
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Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.11	<p>Enrollment Center (Continuing) The Enrollment Center provides a centralized gateway for families and students transitioning into the district or between school sites. In addition to enrollment support, available services include the immunization clinic, translation, family services, a summer feeding program, and referral to supports to families in transition. Includes 15.0 total FTE for the 2021-22 school year.</p>	Ongoing	Y	\$1,658,031	\$1,548,341	<p>Due to the COVID-19 pandemic, the enrollment center has had to create an online process that helped to mitigate exposure and create safe paths to enrollment. Online enrollment has been successfully implemented, but also led to a backlog of applications. Processing times have been extended and additional staff capacity is being obtained to reduce the turnaround times for enrollment processing.</p>

<p>3.12</p>	<p>Summer programming to address learning loss (Modified)</p> <p>Summer Matters @SCUSD is a summer learning program to accelerate classroom learning, giving students opportunities to reconnect with the learning communities that will be critical to their own healing and academic success. Activities will be offered five days a week for five weeks from June 28 through July 30, 2021. Tentatively 28 elementary, five middle and all 15 SCUSD high schools will host summer programs. The final number of sites will depend on CBO capacity, availability of staff, and interest from families.</p> <p>During the morning hours, students will participate in academics and physical education. Enrichment activities such as art, dance, music, and STEM programming will be held in the afternoon hours. Each day will open with a social and emotional (SEL) welcoming, a daily skill-builder following a weekly theme. Staff from Community-Based Organizations will provide classroom instruction while Credentialed teachers pull out groups of three to four students for high-dosage tutoring sessions of 45 minutes. The day will end with an SEL closing.</p> <p>High School juniors and seniors will have the opportunity to work as paid interns (Summer Ambassadors/Peer Mentors) to support programs at elementary and middle school sites. Online credit recovery will be available at every SCUSD high with both in-person and distance options will available for students. In-person programming at every</p>	<p>Ongoing</p>	<p>N</p>	<p>\$7,763,837</p>	<p>\$7,763,837</p>	<p>Planning and preparation for the 2022 Summer Matters (Summer School) programming is underway. Youth Development Support Services (YDSS) has identified community partners that will help to deliver programming and a summer advisory group has been formed to guide planning for robust and enriching summer opportunities. Initial curricula development is underway for both elementary and summer school. This will be an integration of physical activity, STEAM, SEL, and social justice. Professional learning is in development for staff that will deliver summer programming.</p>
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Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
	high school during the same time period may also include 9 th and 10 th grade Bridge Programs and Math and AP Success Camps, depending on the site needs and capacity.					
3.13	<p>Grade Level Readiness Intervention (Modified)</p> <p>Additional staffing to provide intervention at Title 1 schools for students who are low income and other students demonstrating high needs. Intervention is intended to accelerate progress towards grade level readiness, particularly for those students who demonstrate gaps in grade level proficiency.</p>	Ongoing	N	\$914,344	\$17,874	<p>The majority of this action is yet to be implemented. The curriculum and instruction team will be leading implementation efforts moving forward.</p>

<p>3.14</p>	<p>American Indian Education Program (AIEP) (New) This program addresses the unique cultural, language, and educationally-related academic needs of American Indian and Alaska Native students. The services provided are tutoring, reading groups and classroom visits, cultural programs and events, college prep programs, scholarship writing, student support and advocacy, and milestone celebrations. The AIEP serves students in grades K-12 throughout the district. 2021-22 will include an expansion of capacity for the AIEP to serve additional students. This will include increased staffing capacity to provide supports directly to students and families.</p>	<p>Ongoing</p>	<p>N</p>	<p>\$53,638</p>	<p>\$32,251</p>	<p>YDSS hired a new Youth Services Specialist that is managing the expansion of services. Worked with educational partners to design a process and system for identifying students that are currently unable to qualify for services through the Title VI Indian Education formula grant. This will enable the district to provide support to students that self-identify as Native American and recruitment is underway. Staff have reviewed student grades and recruited students with Ds/Fs to link them to tutoring. Students have received a pre-assessment and are being paired with tutors. Transcripts of 12th graders have been reviewed to determine additional needs and follow-ups with families are occurring.</p>
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Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.15	<p>Tobacco Use Prevention Education (TUPE) Program (Modified)</p> <p>Educate students on the dangers of tobacco use and the impact on themselves and their community. Students have the opportunity to participate in meaningful, social gatherings with peers to actively engage and give feedback on school site initiatives around tobacco, drug, and alcohol usage. Services include prevention programs, intervention, and cessation support.</p>	Ongoing	N	\$382,424	\$155,277	<p>Implemented as planned. TUPE providers are providing tobacco use prevention education at school sites. Recent implementation includes Red Ribbon week and a mobile health and wellness program. Service delivery has been impacted recently by the COVID-19 surge.</p>
3.16	<p>Site-determined, SPSA-based actions to support Goal 3 (Modified)</p> <p>Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$291,959	\$268,747	<p>Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.17	<p>Data practices for Students with Disabilities (New)</p> <p>In 2021-22 improvements to district data systems will be made specific to the availability of data for students with disabilities. The District’s Early Identification and Intervention System (EIS) dashboard system will display school site indicators that align the District’s special education compliance monitoring processes. The District will improve the accuracy of data within the Special Education Information System (SEIS) to better inform implementation of systems which monitor and support providing compliant Special Education services and supports. SCUSD’s SPSA processes will integrate a review of student metrics in alignment with the District’s Special Education compliance monitoring processes.</p>	Ongoing	N	Costs for this action are addressed within existing department budgets.	Costs for this action are addressed within existing department budgets.	SEIS technicians have been employed to improve accurate and updated student records. Data dashboard are in place for SEIS. Implementation of the EIS work is moving forward as planned.

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
3.18	<p>Site Assistance to improve supports for Foster and Homeless Youth (New)</p> <p>District staff will provide assistance to sites to improve their ability to support Foster and Homeless Youth. This will result in monthly reviews of multiple data sources for homeless and foster youth to analyze the effectiveness of interventions and supports. Staff will also provide a webinar training for school sites that provides professional learning on how to support, care for, and identify families experiencing homelessness and foster youth using healing-centered engagement strategies. A policies and procedures handbook will also be developed to define assessment, case management, and intervention processes and timelines. Student Support Staff will continue to participate on District MTSS and Leadership Teams to ensure needs of foster students and students with unstable housing are addressed, with emphasis on their academic and social emotional needs</p>	Ongoing	N	Costs for this action are addressed in the budgets for actions 3.1 and 3.2.	Costs for this action are addressed in the budgets for actions 3.1 and 3.2.	Implemented as planned. District staff in the Foster Youth Services and Homeless Youth Services teams have provided focused support to sites to improve supports for Foster and Homeless Youth. This has included support at a general level as well as targeted support specific to addressing student and family needs stemming from the COVID-19 pandemic context.

Goal

Goal #	Description
4	School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with Disabilities, English Learners, Foster Youth, Homeless Youth, and LGBTQ+ Youth.

An explanation of why the LEA has developed this goal.

Analysis of student data shows that SCUSD’s Suspension Rate (5.6% on the 2019 Dashboard) is above the state average (3.4%) and that disproportionately high rates persist for multiple student groups including Foster Youth, Homeless Youth, Students with Disabilities, African American Students, and American Indian or Alaska Native students. Results from the district’s fall 2020 School Climate Survey shows that about 70% of students answered positively for questions assessing perception of safety and belongingness.

This goal closely aligns to the district’s stated Core Value: *We recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness.*

The need to confront and interrupt inequitable and discriminatory systems has also been emphasized over time through stakeholder input. Stakeholders have more recently indicated that beyond confronting and interrupting inequities, aspects of the system that are inequitable and/or discriminatory must be dismantled. As with other goals, stakeholders have prioritized the specific identification of student groups most affected.

Note:

In the section below (Measuring and Reporting Results), abbreviations are used for student groups. These include EL (English Learners), FY (Foster Youth), HY (Homeless Youth), SED (Socioeconomically Disadvantaged students), SWD (Students with Disabilities), AA (African American students), AI/AN (American Indian or Alaska Native students), A (Asian students), F (Filipino students), H/L (Hispanic/Latino students), PI (Native Hawaiian or Pacific Islander Students), W (White students), and TOM (Students of Two or More races/Multiracial students).

The following section (Actions) includes a column titled ‘Contributing’ for which each action is categorized as ‘Y’ or ‘N.’ A ‘Y’ in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

Measuring and Reporting Results

Metric	Baseline			Year 1 Mid-Year Progress			Desired Outcome for 2023–24	
<p>4A Suspension Rate Percentage of students suspended 1 or more times during the school year Source: California School Dashboard <i>Note: 2018-19 data reflects the 2019 Dashboard. 2019-20 data is from CDE Dataquest reporting.</i> <i>Note: 2021-22 Mid-Year data is an internal analysis to 1.12.2022 and includes students K-12 and dependent charter schools. The Asian student group ('A') data includes Filipino students (F).</i></p>		18-19	19-20		20-21 EOY	21-22 MY		23-24
	ALL	5.6	3.7	ALL	0.02	2.1	ALL	2.7
	EL	3.7	2.3	EL	0.03	1.2	EL	1.7
	FY	21.2	13.5	FY	0.0	9.0	FY	9.8
	HY	12.2	6.4	HY	0.0	TBD	HY	4.7
	SED	6.8	4.5	SED	0.02	2.6	SED	3.3
	SWD	10	6.7	SWD	0.05	3.7	SWD	4.9
	AA	14.6	10.3	AA	0.06	4.5	AA	7.5
	AI	8	3.0	AI	0.0	3.9	AI	2.2
	A	1.6	1.0	A	0.0	0.7	A	0.7
	F	3	1.3	F	0.0	Part of 'A'	F	0.9
	HL	5.4	3.3	HL	0.02	1.7	HL	2.4
	PI	6.4	3.8	PI	0.0	2.6	PI	2.8
	W	2.9	2.1	W	0.03	1.2	W	1.5
TOM	4.9	4.2	TOM	0.0	2.5	TOM	3.1	
<p>4B Suspension Disproportionality Percentage of students with 1 or more suspension whose student groups are disproportionately represented* among all suspended students. Source: CDE Dataquest <i>*Includes AA and AI students.</i></p>	Grade	% of Suspended Students		Grade	% of Suspended Students		<p>The desired outcome for this metric is to eliminate all disproportionality in suspension. This would result in African American and American Indian or Alaska Native students making up a percentage of all suspended students that is reflective of their proportional representation in the total student population.</p>	
	All	39.2		All	33.3			
	K-3	51.5		K-3	0			
	4-6	37.7		4-6	0			
	7-8	35		7-8	33.3			
	9-12	40.1		9-12	100.0			
	Grade	% of Total Enrollment		Grade	% of Total Enrollment			
	All	14.7		All	13.6			
	K-3	13.4		K-3	11.3			
	4-6	14.9		4-6	14.3			
	7-8	14.4		7-8	14.1			
	9-12	16		9-12	15.1			

Metric	Baseline			Year 1 Mid-Year Progress		Desired Outcome for 2023–24	
<p>4C</p> <p>Expulsion Rate</p> <p>Percentage of students expelled at any time during the school year</p> <p>Source: CDE Dataquest</p>		18-19	19-20		20-21		23-24
	ALL	0.04	0.01	ALL	0	ALL	0
	EL	0.01	0.01	EL	0	EL	0
	FY	0.56	0	FY	0	FY	0
	HY	0.19	0	HY	0	HY	0
	SED	0.04	0.02	SED	0	SED	0
	SWD	0.06	0.01	SWD	0	SWD	0
	AA	0.12	0.03	AA	0	AA	0
	AI	0	0.42	AI	0	AI	0
	A	0	0.03	A	0	A	0
	F	0	0	F	0	F	0
	HL	0.04	0.01	HL	0	HL	0
	PI	0	0	PI	0	PI	0
	W	0.04	0	W	0	W	0
	TOM	0	0	TOM	0	TOM	0
<p>4D</p> <p>Anti-bias/Anti-racist Professional Learning for staff</p> <p>Percentage of staff who have completed identified anti-bias/anti-racist (including implicit bias) professional learning components.</p> <p>Source: Curriculum & Instruction department</p>	2020-21	Leadership (Site and Central): 95%		2021-22 Mid-Year:	Leadership (Site and Central): TBD		2023-24:
		Teachers: 0%			Teachers: 81%		Teachers: 100%
		Support Staff: 0%			Support Staff: 0%		Support Staff: 100%

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24																																																																																																																																																																																																												
<p>4E</p> <p>School Climate Survey</p> <p>Percentage of positive responses in the areas of ‘safety’ and ‘connectedness’ (Belonging)</p> <p>Source: Local Climate Survey</p>	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">2020-21</th> </tr> <tr> <th>Safety</th> <th>Connect</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>73</td><td>72</td></tr> <tr><td>EL</td><td>66</td><td>65</td></tr> <tr><td>FY</td><td>75</td><td>74</td></tr> <tr><td>HY</td><td>64</td><td>64</td></tr> <tr><td>SED</td><td>71</td><td>69</td></tr> <tr><td>SWD</td><td>67</td><td>68</td></tr> <tr><td>AA</td><td>68</td><td>68</td></tr> <tr><td>AI</td><td>74</td><td>69</td></tr> <tr><td>A</td><td>71</td><td>68</td></tr> <tr><td>F</td><td>73</td><td>74</td></tr> <tr><td>HL</td><td>73</td><td>71</td></tr> <tr><td>PI</td><td>71</td><td>68</td></tr> <tr><td>W</td><td>79</td><td>78</td></tr> <tr><td>TOM</td><td>75</td><td>75</td></tr> <tr><td>K-6</td><td>74</td><td>77</td></tr> <tr><td>K-8</td><td>77</td><td>78</td></tr> <tr><td>MS</td><td>77</td><td>76</td></tr> <tr><td>LG HS</td><td>69</td><td>65</td></tr> <tr><td>SM HS</td><td>75</td><td>73</td></tr> <tr><td>Teachers</td><td>63</td><td>78</td></tr> <tr><td>Family</td><td>92</td><td>90</td></tr> </tbody> </table>		2020-21		Safety	Connect	ALL	73	72	EL	66	65	FY	75	74	HY	64	64	SED	71	69	SWD	67	68	AA	68	68	AI	74	69	A	71	68	F	73	74	HL	73	71	PI	71	68	W	79	78	TOM	75	75	K-6	74	77	K-8	77	78	MS	77	76	LG HS	69	65	SM HS	75	73	Teachers	63	78	Family	92	90	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">2021-22</th> </tr> <tr> <th>Safety</th> <th>Connect</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>TBD</td><td>TBD</td></tr> <tr><td>EL</td><td>TBD</td><td>TBD</td></tr> <tr><td>FY</td><td>TBD</td><td>TBD</td></tr> <tr><td>HY</td><td>TBD</td><td>TBD</td></tr> <tr><td>SED</td><td>TBD</td><td>TBD</td></tr> <tr><td>SWD</td><td>TBD</td><td>TBD</td></tr> <tr><td>AA</td><td>TBD</td><td>TBD</td></tr> <tr><td>AI</td><td>TBD</td><td>TBD</td></tr> <tr><td>A</td><td>TBD</td><td>TBD</td></tr> <tr><td>F</td><td>TBD</td><td>TBD</td></tr> <tr><td>HL</td><td>TBD</td><td>TBD</td></tr> <tr><td>PI</td><td>TBD</td><td>TBD</td></tr> <tr><td>W</td><td>TBD</td><td>TBD</td></tr> <tr><td>TOM</td><td>TBD</td><td>TBD</td></tr> <tr><td>K-6</td><td>TBD</td><td>TBD</td></tr> <tr><td>K-8</td><td>TBD</td><td>TBD</td></tr> <tr><td>MS</td><td>TBD</td><td>TBD</td></tr> <tr><td>LG HS</td><td>TBD</td><td>TBD</td></tr> <tr><td>SM HS</td><td>TBD</td><td>TBD</td></tr> <tr><td>Teachers</td><td>TBD</td><td>TBD</td></tr> <tr><td>Family</td><td>TBD</td><td>TBD</td></tr> </tbody> </table> <p>Note: The 2021-22 School Climate Survey will be administered in March 2022.</p>		2021-22		Safety	Connect	ALL	TBD	TBD	EL	TBD	TBD	FY	TBD	TBD	HY	TBD	TBD	SED	TBD	TBD	SWD	TBD	TBD	AA	TBD	TBD	AI	TBD	TBD	A	TBD	TBD	F	TBD	TBD	HL	TBD	TBD	PI	TBD	TBD	W	TBD	TBD	TOM	TBD	TBD	K-6	TBD	TBD	K-8	TBD	TBD	MS	TBD	TBD	LG HS	TBD	TBD	SM HS	TBD	TBD	Teachers	TBD	TBD	Family	TBD	TBD	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">2023-24</th> </tr> <tr> <th>Safety</th> <th>Connect</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>80</td><td>80</td></tr> <tr><td>EL</td><td>75</td><td>74</td></tr> <tr><td>FY</td><td>82</td><td>81</td></tr> <tr><td>HY</td><td>74</td><td>74</td></tr> <tr><td>SED</td><td>79</td><td>77</td></tr> <tr><td>SWD</td><td>76</td><td>77</td></tr> <tr><td>AA</td><td>77</td><td>77</td></tr> <tr><td>AI</td><td>81</td><td>77</td></tr> <tr><td>A</td><td>79</td><td>77</td></tr> <tr><td>F</td><td>80</td><td>81</td></tr> <tr><td>HL</td><td>80</td><td>79</td></tr> <tr><td>PI</td><td>79</td><td>77</td></tr> <tr><td>W</td><td>85</td><td>84</td></tr> <tr><td>TOM</td><td>82</td><td>82</td></tr> <tr><td>K-6</td><td>81</td><td>83</td></tr> <tr><td>K-8</td><td>83</td><td>84</td></tr> <tr><td>MS</td><td>83</td><td>83</td></tr> <tr><td>LG HS</td><td>77</td><td>74</td></tr> <tr><td>SM HS</td><td>82</td><td>80</td></tr> <tr><td>Teachers</td><td>73</td><td>84</td></tr> <tr><td>Family</td><td>94</td><td>93</td></tr> </tbody> </table>		2023-24		Safety	Connect	ALL	80	80	EL	75	74	FY	82	81	HY	74	74	SED	79	77	SWD	76	77	AA	77	77	AI	81	77	A	79	77	F	80	81	HL	80	79	PI	79	77	W	85	84	TOM	82	82	K-6	81	83	K-8	83	84	MS	83	83	LG HS	77	74	SM HS	82	80	Teachers	73	84	Family	94	93
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Actions

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
4.1	<p>Social Emotional Learning (SEL) integration (Modified)</p> <p>Support students and staff to integrate Social Emotional Learning (SEL) into schools and classrooms. Build competency in self-management, self-awareness, responsible decision-making, relationship skills, social awareness, and growth mindset to help staff and students engage in learning communities that are safe positive, inclusive, and welcoming. One (1) SEL Director and five (5) Training Specialists (6.0 total FTE for the 2021-22 school year) provide professional learning opportunities to school sites, coaching support to the site leadership team, and direct support for implementation of SEL programs integrated into academics and climate goals. SEL is aligned to the Multi-Tiered System of Supports (MTSS) framework and foundational to the Universal Tier (Tier 1) of support for ALL students.</p>	Ongoing	Y	\$889,228	\$753,183	Implemented as planned. Training specialists are supporting school sites based on goals focused on culture, climate, and emerging Social Emotional Learning needs. The district is currently in the rehiring process for the SEL Director.

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
4.2	<p>Positive Behavioral Intervention and Supports (PBIS) implementation (Modified)</p> <p>Promote positive school climate by encouraging positive student behaviors. Support for schools to effectively implement a PBIS framework focused on proactively intervening with an emphasis on prevention and instruction rather than punitive discipline. Efforts are aligned to the district’s overall MTSS framework implementation and implemented by a 1.0 FTE PBIS Coach.</p>	Ongoing	N	\$978,911	\$1,102,193	<p>Training is in progress for the six Tier II+ focus schools. Four total trainings are scheduled for the current year and coaching support has continued steadily throughout the year. Training and supports are being adapted and adjusted to best meet the needs that have emerged following distance learning and through the COVID-19 pandemic.</p>
4.3	<p>Bullying Prevention Training, Intervention, and Response (Continuing)</p> <p>Develop and deliver training to school sites, provide direct response and intervention for bullying incidents, and collaborate with constituent services and the Student Hearing and Placement Department. Staffing includes a 1.0 FTE Position (Bullying Prevention Specialist) that works closely with Constituent Services and Student Support and Health Services to align with Social Emotional Learning (SEL) and Positive Behavioral Intervention and Supports (PBIS) efforts.</p>	Ongoing	N	\$153,262	\$76,631	<p>The Bullying Prevention Specialist position is currently in the hiring process.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
4.4	<p>Anti-bias/Anti-racism Professional Learning (New)</p> <p>To actualize equity, access, and social justice for all students, especially those who are most marginalized and impacted by systemic racism, the district aims to provide on-going professional learning opportunities for all staff. Professional learning that deepens self-awareness and anti-racist capacity will ensure that there is common district messaging, understanding, and approach to dismantling systemic policies and practices that perpetuate disparate and disproportionate student outcomes. Anti-bias/Anti-racism professional learning to include, but not be limited to the following topics: Racial/cultural identities & stereotypes, implicit bias, microaggressions, dynamics of privilege & power, cultural competency and cultural humility, dismantling systems of oppression and racism, and restorative justice principles & practices. Learning will leverage existing Social Emotional Learning (SEL) skills (empathy, perspective-taking, respect for diversity, and growth mindset) & restorative practices (community and relationship-building) as a grounding for entering brave spaces of sustained discomfort and allowing professional learning on Anti-bias/Anti-racism to go much deeper and serve as a catalyst for systemic change.</p>	Ongoing	N	\$2,200,000	\$2,200,000	<p>All teachers were provided Compassionate Dialogue training as part of the preservice training at the beginning of the year. Each site is currently engaged in or scheduled to participate in a deep-dive following their initial training. This deep dive will engage them in dialogue with peers and a trainer. Management, executive cabinet, and the board are also engaging in training, including deep dives with trainers. Next steps include training for all classified staff.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
4.5	<p>Site-determined, SPSA-based actions to support Goal 4 (Broad School Climate) (Modified)</p> <p>Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$1,475,626	\$168,439	<p>Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122</p>
4.6	<p>Site-determined, SPSA-based actions to support Goal 4 (Suspension-specific) (Modified)</p> <p>Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$168,869	\$168,439	<p>Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122</p>

Goal

Goal #	Description
5	Parents, families, community stakeholders, and students will be engaged and empowered as partners in teaching and learning through effective communication, capacity building, and collaborative decision-making.

An explanation of why the LEA has developed this goal.

Analysis of data shows that this goal remains very relevant for the next three years and beyond. Results from the parent involvement survey that were reported on the 2019 dashboard indicated significant need for improvement across all domains (Building relationships between school staff and families, Building partnerships for student outcomes, and Seeking input for decision-making). On all elements within each of the three domains, the average response was 1 (Exploration and Research Phase) or 2 (Beginning Development) out of a possible 5. The district’s goal is to reach Full Implementation and Sustainability (5) in each of these areas.

This goal builds upon the district’s previous goal focused on stakeholder engagement. Stakeholder input has continued to reaffirm the importance of engaging and empowering community members as partners in teaching and learning. Specific input in the recent year led to the incorporation of ‘students’ into the list of key groups to be engaged as partners. Students emphasized the need for more explicit support to become empowered as agents in charge of their own learning. The goal statement also was expanded to include communication, capacity building, and collaborative decision-making as specific areas that can support increased engagement and empowerment. While these priorities existed prior to the pandemic, the experience of stakeholders during school closures further highlighted their importance. The importance of regular and clear communication (including translation and interpretation where needed), structured opportunities for stakeholders to build capacity, and authentic opportunities to provide input and engage in the decision-making process was more evident as the district faced disconnection and increased needs for support.

The following section (Actions) includes a column titled ‘Contributing’ for which each action is categorized as ‘Y’ or ‘N.’ A ‘Y’ in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

Notes:
 The following section (Actions) includes a column titled ‘Contributing’ for which each action is categorized as ‘Y’ or ‘N.’ A ‘Y’ in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

Measuring and Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24												
<p>5A</p> <p>Parent Teacher Home Visits (PTHVs)</p> <p>Number of PTHVs conducted by staff across all school sites</p> <p>Source: Family and Community Engagement (FACE) Department</p>	<p>2018-19: 1260</p> <p>2019-20: 971*</p> <p>2020-21: 2,834**</p> <p><i>*Note: 2019-20 data reflects visits through 2.28.20.</i></p> <p><i>**2020-21 data reflects Bridge (virtual) visits conducted through 3.25.21</i></p>	<p>2020-21 Final: 3736</p> <p>2021-22 Mid-Year: 1187 (to Dec 2021)</p>	<p>2023-24: 3,560</p> <p>(Desired outcome of 3,560 visits would represent 15% of the eligible population at PTHV sites)</p>												
<p>5B</p> <p>Parent Teacher Home Visits (PTHVs)</p> <p>Percentage of participating sites completing a PTHV for at least 10% of all students.</p> <p>Source: Family and Community Engagement (FACE) Department</p>	<p>2020-21</p> <table border="1"> <tr> <td>Number of Participating Sites</td> <td>40</td> </tr> <tr> <td>Number of Sites reaching 10% threshold</td> <td>15</td> </tr> <tr> <td>Percentage of Sites reaching threshold</td> <td>38</td> </tr> </table>	Number of Participating Sites	40	Number of Sites reaching 10% threshold	15	Percentage of Sites reaching threshold	38	<p>2021-22 Mid-Year (to Dec 2021)</p> <table border="1"> <tr> <td>Number of Participating Sites</td> <td>42</td> </tr> <tr> <td>Number of Sites reaching 10% threshold</td> <td>6</td> </tr> <tr> <td>Percentage of Sites reaching threshold</td> <td>14</td> </tr> </table>	Number of Participating Sites	42	Number of Sites reaching 10% threshold	6	Percentage of Sites reaching threshold	14	<p>2023-24: 100%</p> <p>(100% of participating sites will meet the 10% participation threshold)</p>
Number of Participating Sites	40														
Number of Sites reaching 10% threshold	15														
Percentage of Sites reaching threshold	38														
Number of Participating Sites	42														
Number of Sites reaching 10% threshold	6														
Percentage of Sites reaching threshold	14														

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
<p>5C</p> <p>DELAC representation</p> <p>Percentage of schools with an English Learner Advisory Committee (ELAC) who send a representative to at least 1 District English Learner Advisory Committee (DELAC) Meeting</p> <p>Source: Multilingual Literacy Department</p>	<p>2018-19: 41%</p> <p>2019-20: 47%</p> <p>2020-21: 58%</p>	<p>2021-22: 57% through January DELAC meeting</p>	<p>2023-24: 100%</p>
<p>5D</p> <p>ELAC Operation</p> <p>Percentage of schools with an ELAC who have evidence of regular meetings and their election process accessible on their school website to support community involvement and increase awareness of ELAC/DELAC.</p> <p>Source: Multilingual Literacy Department</p>	<p>2020-21</p> <p>Percentage: 28% (17/60)</p> <p>Total number of schools with an ELAC: 60</p>	<p>2021-22</p> <p>Percentage: 22%* (13/60)</p> <p>Total Number of Schools with an ELAC: 60</p> <p>*Based on number of sites that have provided evidence of ELAC meetings to Multilingual Literacy Department as of 2.11.22</p>	<p>2023-24: 100%</p>
<p>5E</p> <p>CAC Attendance</p> <p>Average number of attendees at Community Advisory Committee (CAC) meetings/workshops</p> <p>Source: Special Education Department</p>	<p>2019-20: 25</p>	<p>2021-22 Mid-Year: TBD</p>	<p>2023-24: 30</p>

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
<p>5F</p> <p>School Site Council (SSC) Support</p> <p>Percentage of School Site Councils provided updated training.</p> <p>Source: State and Federal Programs Department</p>	<p>SSC training has occurred during 2020-21, but the baseline for this metric is set at zero to reflect the intent to provide all sites updated training as part of the new, three-year cycle.</p>	<p>2021-22 Mid-Year: 8%</p>	<p>100% of school site councils will be provided updated training during the 2021-22 to 2023-24 time period.</p>
<p>5G</p> <p>Parent Leadership Pathway Workshop (PLPW) Participation</p> <p>Number of participating schools and Number of total participant sign-ins</p> <p>Source: Family and Community Engagement (FACE) Department</p>	<p>Number of participating schools:</p> <p>2018-19: 21</p> <p>2019-20: 9</p> <p>2020-21: 0</p> <p>Number of total participant sign-ins:</p> <p>2018-19: 2114</p> <p>2019-20: 992*</p> <p>2020-21: 0</p> <p>During distance learning, the FACE department shifted efforts to development of parent support materials and capacity-building workshops. 6,863 contacts/views were documented. PLPW implementation will resume in full in 21-22.</p> <p><i>*Note: Data for 2019-20 is through 2.25.20</i></p>	<p>The challenges associated with the COVID-19 pandemic have required the FACE team to adapt their approach to the Parent Leadership Pathway program. Modified supports have included the online parent learning toolkit, virtual and recorded trainings, a bi-weekly newsletter for school site distribution, Family Learning Kits for K-3 families, and continued presence in the Parent Resource Center.</p> <p>From Sep 2021 through Jan 2022, over 2500 parents have participated in FACE online trainings and the Resource Center has served over 2,400.</p>	<p>Number of participating schools</p> <p>2023-24: 11*</p> <p>Number of total participant sign-ins:</p> <p>2023-24: 1,200*</p> <p>*As the FACE department resumes implementation of PLPW efforts while building upon new forms of engagement developed during distance learning, desired outcomes will be revised based on assessment of total capacity.</p>

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
<p>5H</p> <p>Parent Leadership Pathway Workshop (PLPW) Participant Growth</p> <p>Number of participants demonstrating increased engagement as measured by pre- and post-surveys.</p> <p>Source: Family and Community Engagement (FACE) Department</p>	<p>Baseline: 0</p> <p>Pre- and post-surveys will be developed and implemented during 2021-22.</p> <p>Increased engagement will be measured by the amount of interaction with the school site, teacher(s), and district/site advisory and leadership groups.</p>	<p>The challenges associated with the COVID-19 pandemic have required the FACE team to adapt their approach to the Parent Leadership Pathway program. Modified supports have included the online parent learning toolkit, virtual and recorded trainings, a bi-weekly newsletter for school site distribution, Family Learning Kits for K-3 families, and continued presence in the Parent Resource Center.</p> <p>From Sep 2021 through Jan 2022, over 2500 parents have participated in FACE online trainings and the Resource Center has served over 2,400.</p>	<p>2023-24: 100% of participants demonstrate increased engagement following participation in the PLPW series.</p>
<p>5I</p> <p>District Committee Impact</p> <p>Measure of satisfaction of district committees/ groups that their voice has been heard and is making impact.</p> <p>Source: Family and Community Engagement (FACE) Department</p>	<p>Baseline: 0</p> <p>The tool will be developed and implemented in 2021-22. Development will be done in partnership with key stakeholder groups.</p>	<p>TBD</p> <p>(To be administered in spring 2022)</p>	<p>2023-24: 100% satisfaction on all measures developed</p>

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
<p>5J</p> <p>Parent/ Caregiver Experience</p> <p>Percentage of parents/ caregivers responding ‘Agree’ or ‘Strongly Agree’ to specified survey items.</p> <p>Source: Annual LCAP Survey</p>	<p>2020-21:</p> <p>My child’s school helps me understand what areas my student needs to improve in: 64%</p> <p>My child’s school helps me advocate for what is best for my student: 50%</p> <p>Parents are an important part of the decision-making process at my school: 59%</p>	<p>2021-22:</p> <p>My child’s school helps me understand what areas my student needs to improve in: TBD</p> <p>My child’s school helps me advocate for what is best for my student: TBD</p> <p>Parents are an important part of the decision-making process at my school: TBD</p> <p>(To be administered as part of Annual LCAP Survey in Spring 2022)</p>	<p>2023-24:</p> <p>My child’s school helps me understand what areas my student needs to improve in: 100%</p> <p>My child’s school helps me advocate for what is best for my student: 100%</p> <p>Parents are an important part of the decision-making process at my school: 100%</p>

Actions

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
5.1	<p>District Parent Resource Center (Continuing)</p> <p>The Family and Community Empowerment (FACE) department implements a range of capacity-building opportunities including the Parent Leadership Pathway Workshops and the Parent Information Exchange. Staff are also building upon recent efforts to create hybrid-learning opportunities that include an online parent toolkit and virtual training materials. Staffing includes 3.0 FTE (1 supervisor and 2 Family Partnership Facilitators).</p>	Ongoing	Y	\$459,865	\$421,311	<p>The challenges associated with the COVID-19 pandemic have required the FACE team to adapt their approach to the Parent Leadership Pathway program. Modified supports have included the online parent learning toolkit, virtual and recorded trainings, a bi-weekly newsletter for school site distribution, Family Learning Kits for K-3 families, and continued presence in the Parent Resource Center. The FACE team engages in regular outreach (text and calls) and has collaborated in the development of a virtual volunteer program. Staff have recently begun facilitation of Healing Circles. From Sep 2021 through Jan 2022, over 2500 parents have participated in FACE online trainings and the Resource Center has served over 2,400.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
5.2	<p>Parent Teacher Home Visits (PTHV) (Continuing)</p> <p>The PTHV program facilitates home visit experiences that engage families, educators, and students as a team. Protocols help educators and families to build trust, communication, and common goals. Staffing includes 1.0 FTE (PTHV Training Specialist). Funding also provides for staff training, materials, and compensated time for staff to engage in visits and follow-up activities. Also includes training, supplies, and stipends for teachers and families to participate in Academic Parent Teacher Teams (APTTs), a series of meetings to engage in collaborative goal-setting and supporting student success.</p>	Ongoing	Y	\$425,779	\$339,757	<p>PTHV staff have conducted 1,187 visits during 2021-22 as of Dec 2021. 85 additional staff members have been trained in PTHV and SCUSD is working with the PTHV national organization to develop and host a teacher reflection/debrief training. Additional hybrid trainings that will certify staff in both bridge visits (virtual) and in-person home visits will be offered throughout the spring.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
5.3	<p>Translation and Interpretation Services (Continuing)</p> <p>The district’s Matriculation and Orientation Center (MOC) provides translation services to support a wide range of communication efforts between the district and families. MOC staff also provide simultaneous interpretation support during meetings and directly respond to parents/guardians in their home language. The services of MOC staff are augmented by external providers when unique language needs arise or available capacity is exceeded. Staffing for 2021-22 includes 7.0 FTE. The MOC is part of the district’s Enrollment Center (Action 3.11). The staffing and funds that are part of this action are non-redundant to the projected expenditure in Action 3.11.</p>	Ongoing	Y	\$787,881	\$629,469	<p>Staff are implementing translation and interpretation services as planned, with the addition of two more translators: an additional Spanish translator and a translator who provides Dari, Pashto, Farsi, and Arabic support. The latter has been added to support the needs of existing students and also the influx of Afghan students who are transitioning to SCUSD and the Sacramento community.</p>
5.4	<p>Fingerprinting for Volunteers (Modified)</p> <p>Provide family and community volunteers access to required fingerprinting services at no cost or reduced cost to ensure that all community members are able to equitably and actively support student success.</p>	Ongoing	N	\$30,000	\$15,000	<p>These funds remain available for parents/caregivers who would otherwise be prevented from volunteering at their child’s school.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
5.5	<p>Family Communication Tools (New) Family outreach to partner in increasing student engagement and reducing chronic absenteeism. Contract with Every Day Labs that facilitates delivery of personalized messages to family based on analysis of individual student attendance data. Communications help families take action to support attendance and participate in student support.</p>	Ongoing	N	\$145,000	\$179,817	Implemented as planned. Through January 2022, EveryDayLabs has been used to send 13,500 attendance letters, over 200,000 texts, 8,000 welcome letters, and a December Winter Resource Letter to all households. Staff are able to access a wealth of attendance and engagement data through the program’s online platform that assist them in their own school to home communications.
5.6	<p>Site-determined, SPSA-based actions to support Goal 5 (Modified) Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).</p>	Ongoing	Y	\$271,778	\$178,172	Implementation in Progress – Specific site action plans can be viewed in their School Plans for Student Achievement (SPSAs) at: scusd.edu/spsa2122

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
5.7	<p>Student Advisory Council (New) The Student Advisory Council (SAC) promotes student voice, works to take action against problems faced by students, and introduces students to concepts of policy advocacy, applied social research, democratic governing, and grassroots organizing. SAC delegates will work to develop policy initiatives, meet with district staff and committees, and work to ensure that all student voices are represented.</p>	Ongoing	N	\$33,768	\$20,000	<p>SAC members have developed a districtwide newsletter that serves as a mechanism for sharing youth voice. This is sent to all high school students on a monthly basis and features authors from across the district focusing on topics of health, wellness, college readiness, and current events. SAC is also partnering to advance the State Seal of Civic Engagement implementation, Planned Parenthood to raise awareness of sexual health education needs, and with staff to finalize a college-access survey that will help provide data for their initiative focused on funding for college application fees.</p>

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
5.8	<p>Men’s and Women’s Leadership Academy (MWLA) (New)</p> <p>The MWLA is Sacramento City Unified School District's conscious effort to intentionally combat the school-to-prison-pipeline for underserved low-income students of color by creating supportive and productive learning environments. Through a framework of Social Justice Youth Development, and with an active collaboration of district administration, school counselors, certified teachers and youth voice, MWLA empowers students through wraparound services that promote Social Emotional Learning, culturally relevant and responsive leadership development, meaningful mentorship, and academic support that engages students through their own means of learning. MWLA is currently operating on 11 campuses throughout SCUSD and plans to expand to 5 additional campuses in 2021-22 with additional funding from the Expanded Learning Opportunities grant.</p>	Ongoing	N	\$650,000	\$401,547	<p>Implementation in progress, with the expansion to some high school complete and others awaiting hiring of instructors. At sites with instructors who have been hired, curriculum is being delivered and staff are working to increase enrollment and develop metrics for success.</p>

Goal

Goal #	Description
6	Provide all school sites three-years of training, coaching, and ongoing support to implement an effective Multi-Tiered System of Supports (MTSS). Training will be completed and all district sites should be conducting business and serving students using an MTSS framework by 2024-25. Progress will be measured with the Self-Assessment of MTSS (SAM) Implementation tool in addition to external indicators of site fidelity including: (a) holding MTSS team meetings regularly, (b) engaging in data based practices to assess need and progress monitor and (c) providing differentiated, tiered interventions as evidenced by twice-yearly report outs of challenges/successes by each site leader.

An explanation of why the LEA has developed this goal.

Analysis of student results across multiple indicators (discussed in the plan summary and previous goals) shows that (a) SCUSD needs to improve districtwide performance and (b) tremendous performance gaps exist for specific student groups. These results demonstrate the lack of a cohesive and effective Tier 1 program across the district, need for improved methods of identifying specific student needs, and insufficient Tier 2 and 3 supports to address those specific needs.

This focus goal was incorporated to emphasize the importance of an effective implementation of MTSS across school sites including building staff’s capacity to install/implement and provide ongoing coaching/support to ensure that effective systems can be sustained over time. In describing MTSS, the California Department of Education (CDE) states a vision of “one coherent system of education” that offers an opportunity to build the foundation for educational excellence. Through the use of Implementation Science, Universal Design for Learning, and the Whole Child approach, among other evidence-based interventions, MTSS affords a full range of academic, behavioral, and social support for all students to achieve.

SCUSD leadership has cited a quote from Katie Novack to communicate the rationale for implementing MTSS: “We need MTSS in our school(s) so that we can minimize or eliminate barriers and improve student outcomes by designing equitable, tiered, universally designed systems of support to address student’s academic, behavioral, and social-emotional needs in ways that are culturally sustaining. It is a system for educating all of our students and educating them completely as a “whole” person.”

Stakeholders have affirmed over time that implementation of an MTSS is a key priority. They have noted that an effective MTSS is foundational to the district’s ability to achieve many of the other goals it has set. Input has also emphasized the importance of data-based decision making within MTSS implementation as well as all other aspects of the district’s planning.

Notes:
 The following section (Actions) includes a column titled ‘Contributing’ for which each action is categorized as ‘Y’ or ‘N.’ A ‘Y’ in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

Measuring and Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24																				
<p>6A</p> <p>Multi-Tiered System of Supports (MTSS) Implementation</p> <p>Average overall rating, by training cohort, on the Self-Assessment of MTSS (SAM) Implementation Tool</p> <p>Source: MTSS Staff</p>	<p>2019-20: 0</p> <p><i>Final cohort 1 results for 2020-21 will be reported in August 2021.</i></p>	<table border="1"> <thead> <tr> <th>Cohort</th> <th>2020-21 Average Rating</th> <th>2021-22 Average Rating</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TBD</td> <td>TBD</td> </tr> <tr> <td>2</td> <td></td> <td>TBD</td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>	Cohort	2020-21 Average Rating	2021-22 Average Rating	1	TBD	TBD	2		TBD	3			<p>Target average SAM rating by Cohort</p> <table border="1"> <thead> <tr> <th>Cohort</th> <th>Average Rating</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3 (Optimizing)</td> </tr> <tr> <td>2</td> <td>3 (Optimizing)</td> </tr> <tr> <td>3</td> <td>2 (Operationalizing)</td> </tr> </tbody> </table>	Cohort	Average Rating	1	3 (Optimizing)	2	3 (Optimizing)	3	2 (Operationalizing)
Cohort	2020-21 Average Rating	2021-22 Average Rating																					
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3	2 (Operationalizing)																						
<p>6B</p> <p>Regular Team Meetings</p> <p>Percentage of schools conducting regular MTSS team meetings (of schools that completed first year of training)</p> <p>Source: MTSS Staff</p>	<p>2019-20: 0</p> <p><i>Final cohort 1 results for 2020-21 will be reported in August 2021.</i></p>	<table border="1"> <thead> <tr> <th>Cohort</th> <th>2020-21</th> <th>2021-22</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TBD</td> <td>TBD</td> </tr> <tr> <td>2</td> <td></td> <td>TBD</td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>	Cohort	2020-21	2021-22	1	TBD	TBD	2		TBD	3			<p>2023-24: 100</p>								
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<p>6C</p> <p>Data Practices</p> <p>Percentage of schools that have clear data sources universally used (of schools that completed first year of training)</p> <p>Source: MTSS Staff</p>	<p>2019-20: 0</p> <p><i>Final cohort 1 results for 2020-21 will be reported in August 2021.</i></p>	<table border="1"> <thead> <tr> <th>Cohort</th> <th>2020-21</th> <th>2021-22</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>TBD</td> <td>TBD</td> </tr> <tr> <td>2</td> <td></td> <td>TBD</td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>	Cohort	2020-21	2021-22	1	TBD	TBD	2		TBD	3			<p>2023-24: 100</p>								
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Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24												
<p>6D</p> <p>Tiered Interventions</p> <p>Percentage of schools that are providing differentiated, tiered interventions (of schools that completed first year of training)</p> <p>Source: MTSS Staff</p>	<p>2019-20: 0</p> <p><i>Final cohort 1 results for 2020-21 will be reported in August 2021.</i></p>	<table border="1"> <thead> <tr> <th data-bbox="1050 282 1182 315">Cohort</th> <th data-bbox="1182 282 1381 315">2020-21</th> <th data-bbox="1381 282 1549 315">2021-22</th> </tr> </thead> <tbody> <tr> <td data-bbox="1050 315 1182 347">1</td> <td data-bbox="1182 315 1381 347">TBD</td> <td data-bbox="1381 315 1549 347">TBD</td> </tr> <tr> <td data-bbox="1050 347 1182 380">2</td> <td data-bbox="1182 347 1381 380"></td> <td data-bbox="1381 347 1549 380">TBD</td> </tr> <tr> <td data-bbox="1050 380 1182 435">3</td> <td data-bbox="1182 380 1381 435"></td> <td data-bbox="1381 380 1549 435"></td> </tr> </tbody> </table>	Cohort	2020-21	2021-22	1	TBD	TBD	2		TBD	3			<p>2023-24: 100</p>
Cohort	2020-21	2021-22													
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Actions

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
6.1	<p>Implementation Leadership (New)</p> <p>Central leadership for implementation of cohort training model and ongoing support to sustain an effective MTSS at each school site. Includes a Director of MTSS. Leadership for MTSS implementation is also provided by Curriculum and Instruction staff who are designated as MTSS coordinators.</p>	Ongoing	N	\$170,601	\$173,403	The district leadership team is meeting regularly with a focus on adapting MTSS implementation to the ongoing (now in the third year) disruption due to COVID-19.
6.2	<p>Professional Learning for school site leadership teams (New)</p> <p>School site teams a three-year sequence of professional development through a partnership with an external provider and district staff who have been trained to support implementation. Includes hourly time for site staff to attend training and contract with external provider. Training will build site capacity to install sustainable MTSS systems including regular review of data to identify student needs and monitor progress and provide students timely intervention services based specific to their identified needs.</p>	4 Years	N	\$660,000	\$330,000	Implementation in progress, with Cohort 2 currently underway.

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
6.3	<p>Ongoing support for sites to implement and sustain an effective MTSS (New)</p> <p>Provide school site teams ongoing support through coaching by trained district staff. Coaching efforts will build on the foundational cohort training and ensure that schools continue to receive sufficient support to sustain and build upon initial implementation efforts.</p>	Ongoing	N	\$290,000	\$145,000	Implementation in Progress
6.4	<p>Peer Mentoring (New)</p> <p>Cohort 1 school offering support to Cohort 2 school. Hourly time for staff to participate.</p>	4 Years	N	\$150,000	\$75,000	Implementation not yet started

Goal

Goal #	Description
7	SCUSD will revisit and revise the District Graduate Profile (Previously adopted in 2014) so that it accurately reflects the current priorities of stakeholders and adopt the updated version by the end of 2021-22. School sites will be provided support to align their instructional priorities and goals to the revised Graduate Profile so that all sites demonstrate evidence of alignment in their school plans by 2023-24.

An explanation of why the LEA has developed this goal.

Analysis of the district’s current context shows that the district’s Graduate Profile, adopted in 2014, has not served as the foundational roadmap for guiding students on a system-wide level as was intended. There is evidence that the Graduate Profile is used extensively at a few of the district’s small high schools and that elements are in use within some Career and Technical Education (CTE) pathways. However, the vast majority of the district’s schools have not used the Graduate Profile in any substantial way.

A Graduate Profile is a tool that a school or district uses to specify the cognitive, personal, and interpersonal competencies that students should have when the graduate high school in order to be successful in the 21st century. It helps to define priority goals for teaching and learning and should be easily communicated to students, parents, staff, and community members to align their collective efforts. The Graduate Profile provides an opportunity for the district to establish a ‘North Star’ that defines what graduates will know, who they will be, and what they will be able to do by the time they graduate. An effective Graduate Profile will be able to focus a district on a core set of learning goals that will lead students to develop the specific competencies that have been prioritized by the community. It is an opportunity to operationalize visions of equity and other key priorities established by the district.

SCUSD invested a tremendous amount of time and effort into the development of the 2014 Graduate Profile and hopes to build upon that work. With significant time having passed, the district also recognizes the need to revisit the final product to determine what revisions might be needed. Following this revision, a clear plan is needed for operationalizing the Graduate Profile across all schools and facets of the organization. This work will also align with and build upon the efforts of the Graduation Task Force, who provided detailed recommendations to the district in 2017-18. These will help to frame the Graduate Profile process, particularly in considering how the Graduate Profile can increased shared responsibility for student outcomes, provide a framework for monitoring progress toward improved student outcomes, and serve as a point of alignment for professional learning that leads to accelerated student achievement.

Notes:
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Measuring and Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24																								
<p>7A</p> <p>Educational Partner Convening</p> <p>Documentation of meetings to convene educational partners</p> <p>Source: Graduate Profile Team</p>	<p>Educational Partners have not yet been convened to revise Graduate Profile</p> <p>Baseline: 0</p>	<p>Completion Status: No meetings convened to 2.2022</p>	<p>All meetings to be completed by end of 2021-22</p>																								
<p>7B</p> <p>Board Adoption</p> <p>Adoption of revised Graduate Profile</p> <p>Source: Board Meeting records</p>	<p>A revised Graduate Profile has not been adopted by the board</p> <p>Baseline: 0</p>	<p>Completion Status: Not yet adopted</p>	<p>To be adopted by end of 2021-22.</p>																								
<p>7C</p> <p>Awareness of Graduate Profile</p> <p>Percentage of stakeholders that demonstrate awareness of revised Graduate Profile</p> <p>Source: Survey of Stakeholders</p>	<p>2020-21:</p> <table border="1"> <thead> <tr> <th>Group</th> <th>% Aware</th> </tr> </thead> <tbody> <tr> <td>Students</td> <td>0</td> </tr> <tr> <td>Staff</td> <td>0</td> </tr> <tr> <td>Family</td> <td>0</td> </tr> </tbody> </table>	Group	% Aware	Students	0	Staff	0	Family	0	<table border="1"> <thead> <tr> <th>Group</th> <th>% Aware</th> </tr> </thead> <tbody> <tr> <td>Students</td> <td>TBD</td> </tr> <tr> <td>Staff</td> <td>TBD</td> </tr> <tr> <td>Family</td> <td>TBD</td> </tr> </tbody> </table> <p>Note: Awareness to be assessed via questions in LCAP Annual Survey in Spring 2022</p>	Group	% Aware	Students	TBD	Staff	TBD	Family	TBD	<p>2023-24:</p> <table border="1"> <thead> <tr> <th>Group</th> <th>% Aware</th> </tr> </thead> <tbody> <tr> <td>Students</td> <td>100</td> </tr> <tr> <td>Staff</td> <td>100</td> </tr> <tr> <td>Family</td> <td>100</td> </tr> </tbody> </table>	Group	% Aware	Students	100	Staff	100	Family	100
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Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
<p>7D</p> <p>Evidence of School Site Alignment</p> <p>Percentage of school sites that demonstrate alignment of site plan to Graduate Profile</p> <p>Source: Survey of Stakeholders <i>Evidence of School Plan Alignment</i></p>	<p>2020-21: 0</p>	<p>2021-22: TBD</p>	<p>100% of sites will demonstrate alignment of school plans to Graduate Profile</p>

Actions

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
7.1	<p>Revision of Graduate Profile (New)</p> <p>Convene educational partners to review existing graduate profile and recommend revisions. Educational partners to include advisors from industry, post-secondary educators, SCUSD staff, family, and students.</p> <p>(To be completed in 2021-22)</p>	1 Year	N	\$0*	\$0	<p>For 2021-22, district leadership is participating in capacity-building to ensure that Goal 7 can be fully operationalized and successful in a 2022-23 implementation. This includes participation in professional learning specific to the development and implementation of a graduate profile.</p>
7.2	<p>Develop Implementation Plan (New)</p> <p>Develop implementation plan for Year 2 (To be completed in 2021-22)</p> <ul style="list-style-type: none"> Engage lead teachers from sites where the current graduate profile is consistently used to lead groups of peers at other sites in implementation planning. Engage principals in to build understanding of expectations for site alignment and to support development of site-specific implementation plans. 	1 Year	N	\$0*	\$0	

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
7.3	<p>Build Awareness of Graduate Profile (New)</p> <p>Collaboration with the district communications team to develop an awareness campaign and ongoing education of staff and community members on the new Graduate Profile purpose and elements.</p> <p>(To be implemented throughout 2021-22 and 2022-23)</p>	2 Years	N	\$0*	\$0	<p>For 2021-22, district leadership is participating in capacity-building to ensure that Goal 7 can be fully operationalized and successful in a 2022-23 implementation. This includes participation in professional learning specific to the development and implementation of a graduate profile.</p>
7.4	<p>Support School Site Alignment (New)</p> <p>Support secondary school sites in developing and implementing Defense of Learning practices that are fully aligned to the revised Graduate Profile.</p> <p>(To be implemented throughout 2022-23 and 2023-24)</p>	3 Years	N	\$0*	\$0	

*Costs associated with actions in Goal 7 will be addressed through the Career and Technical Education (CTE) budget (Action 1.1).

Goal

Goal #	Description
8	SCUSD will maintain sufficient instructional materials, safe and clean facilities, core classroom staffing, and other basic conditions necessary to support the effective implementation of actions across all LCAP goals.

An explanation of why the LEA has developed this goal.

An analysis of data has shown that the district has, overall, continued to meet or nearly meet its goals in Priority 1 target areas. These include providing all students access to board adopted instructional materials, ensuring the facilities meet the ‘Good Repair’ status on the Facilities Inspection Tool, supporting all teachers to become fully credentialed, and ensuring that teachers are appropriately assigned, including teachers of English Learners. Stakeholders have reaffirmed the importance of maintaining progress in these areas to ensure that students are provided the basic conditions of learning necessary to reach the range of other goals set in this LCAP and beyond.

Notes:

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Measuring and Reporting Results

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
8A Facilities Condition Number of schools where facilities do not meet the ‘good repair’ standards on the Facilities Inspection Tool (FIT) Source: Facilities Services Department	2018-19: 0 2019-20: 2 2020-21: 1	2021-22: 0	2023-24: 0
8B Instructional Materials Sufficiency Percentage of students with access to board-adopted instructional materials Source: Board of Education Resolution certifying sufficiency	2018-19: 100 2019-20: 100 2020-21: 100	2021-22: 100	2023-24: 100

Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023–24
<p>8C</p> <p>Teacher Credentialing Status</p> <p>Percentage of teachers fully credentialed</p> <p>Source: School Accountability Report Card (SARC) / Human Resources Department</p>	<p>2019-20: 97</p> <p>2020-21: 98</p>	<p>2021-22: 100</p>	<p>2023-24: 100</p>
<p>8D</p> <p>Teacher Assignment</p> <p>Number of teachers misassigned and number of teachers of English Learners misassigned</p> <p>Source: School Accountability Report Card (SARC) / Human Resources Department</p>	<p>All Teachers</p> <p>2019-20: 0</p> <p>2020-21: 1</p> <p>Teachers of English Learners:</p> <p>2019-20: 0</p> <p>2020-21: 0</p>	<p>All Teachers</p> <p>2021-22: 0</p> <p>Teachers of English Learners:</p> <p>2021-22: 0</p>	<p>All Teachers: 0</p> <p>Teachers of English Learners: 0</p>
<p>8E</p> <p>Teacher Vacancies</p> <p>Number of classroom teacher vacancies</p> <p>Source: School Accountability Report Card (SARC) / Human Resources Department</p>	<p>2019-20: 29</p> <p>2020-21: 17.1</p>	<p>2021-22: 37.5</p>	<p>2023-24: 0</p>

Actions

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
8.1	<p>Facilities Support Services (Modified) Maintain safe and clean facilities in good repair. Includes custodial, maintenance, and other facilities support staff as well as materials and services associated with the maintenance of school sites and other district facilities.</p>	Ongoing	N	\$45,082,930	\$40,411,960	Implemented as Planned. All facilities reports are complete and facilities have been found to be in good or better status.
8.2	<p>Board-adopted Instructional Materials (New) Provide all students sufficient instructional materials for board-adopted curricula. Includes newly adopted materials and replacement materials for lost/damaged items.</p>	Ongoing	N	\$5,054,000	\$0	Implemented as planned. Board-adopted curricula have been provided.
8.3	<p>Base Classroom Staffing (Modified) Classroom staffing at a level sufficient to provide the core curriculum to all students. Includes classroom teachers.</p>	Ongoing	N	\$165,468,327	\$148,921,494	Implemented as planned, though not to the ideal level given the staffing shortages exacerbated by and caused by the COVID-19 pandemic. Classroom vacancies remain a challenge that the district is working to address.

Action #	Action Title/Description	Timespan	Contributing	Projected Expenditure	Estimated Actual Expenditure	Implementation Status
8.4	<p>New Teacher Support (Continuing) New Teacher Support includes Teacher Induction and Pre-Induction Support. Teacher Induction supports beginning teachers who hold a preliminary credential. Pre-Induction Support is for teachers holding a Short-Term Staff Permit (STSP), Provisional Internship Permit (PIP), or an intern credential. New teachers are connected with veteran staff to provide mentorship and assistance through the Induction or pre-induction process to complete their credential, intern program, or permit renewal requirements. Funding provides stipends for support providers, program materials/supplies, professional learning, and fees to clear credentials.</p>	Ongoing	N	\$661,229	\$638,749	Through December 2021, the New Teacher Support office has been providing support to 140 new teachers through pre-induction, induction, and CTE. Fall 2021 included an accreditation visit by the California Commission on Teacher Credentialing (CCTC) and staff are working to address feedback left. New Teacher Support staff continue to enroll all new teachers hired into the district.

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sacramento City Unified School District	Jorge A. Aguilar, Superintendent	Superintendent@scusd.edu 916.643.7400

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).

The key funds received by the district through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP) included:

- Expanded Learning Opportunities Program (ELOP) Funds: \$10,238,922
- Educator Effectiveness Block Grant Funds: \$8,923,701
- A-G Completion Improvement Grant Program Funds: \$3,030,601
- Additional Concentration Grant Add-On Funds: \$8,203,096

To guide the use of funding through the Budget Act of 2021, the district has been able to call upon the input provided during the most recent LCAP development cycle as well as leverage the wealth of input from engagement of educational partners during recent planning processes (Learning Continuity and Attendance Plan, Expanded Learning Opportunities Grant Plan, and ESSER III Expenditure Plan). Maintaining, and where possible expanding, the existing levels of support was identified as a critical need – particularly for those schools with the highest needs.

The Youth Development Support Services (YDSS) team is leading efforts to develop a plan for the Expanded Learning Opportunities Program (ELOP) funds, including the engagement of educational partners. YDSS is utilizing an advisory group composed of community members, parents/guardians, students, and staff. This representative group will provide key input and recommendations

to guide the development and implementation of expanded learning programs including before, after, and summer school opportunities. Following adoption of the plan by the board in spring 2022, the implementation of the plan will remain open to input from educational partners ongoing and throughout the life of grant (through June 2023).

The district's Educator Effectiveness Block Grant (EEBG) plan was adopted in December 2021. It was presented to the public for engagement and comment during the November 2021 board meeting (11.18.21 Item 11.3) prior to a second presentation for adoption in December (12.16.21 Item 9.4). The implementation of the plan remains open to input from educational partners ongoing and throughout the life of grant (through 2025-26).

The district is still in the process of developing its A-G Completion Improvement Grant Plan, including the engagement of educational partners to provide input. Once a draft of the plan is developed, educational partners will have the opportunity to review and comment and the implementation will remain open to input from educational partners ongoing and throughout the life of the grant (through 2025-26).

The Additional Concentration Grant Add-On Funds were not included in the 2021-22 LCAP, but would have been included if they had been received earlier in the development process. These funds total \$8,203,096 and their intended use during 2021-22 is detailed below. The district included description of the additional funds during a presentation to the board on the budget on 8.19.21, providing opportunity for public comment and board engagement. Moving forward, educational partners will be able to provide input on the use of these funds as part of the ongoing LCAP engagement process and any other interactions from which input is transmitted. The district is committed to maintaining an open input and engagement process and opportunities are not limited to any single meeting or named opportunity. SCUSD views engagement of educational partners as an ongoing process that does not come to an end with any single planning cycle, but rather as a process of continuous improvement and a channel that is always open.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

The additional concentration grant add-on funding received by SCUSD is being used primarily to maintain or increase the number of staff who provide direct services to students on those campuses with unduplicated pupil percentages (UPPs) greater than 55%. In SCUSD, 54 of the 68 schools have 2021-22 UPPs greater than 55%, with these ranging from 58% to 98.2% and the majority (42 schools) over 70%. The 14 schools under 55% have UPPs ranging from 15.8% to 53.9%, with most (11 schools) at 29-54%.

The additional concentration grant funding is being distributed across schools to address staffing needs. Most, if not all, of the funds are being allocated to sites with UPPs above 55%. This will be a critical form of support in the current year to address the impacts of the pandemic. Significant impacts to enrollment have left schools in urgent need of staffing support to provide direct services that address preexisting needs, needs that have been exacerbated during the pandemic, and needs that have arisen as a result of the pandemic. Across the district, these needs are intensified at schools with higher UPPs. Entering into the 2021-22 school year, the

Presented to the Board of Education on 2.17.22

district had projected an enrollment of 39,703. The CBEDS enrollment was measured by 38,045, falling short of projections by almost 1700. The additional concentration grant funding will mitigate this significant decrease by ensuring that schools, in particular those with higher UPPs, can maintain their existing programs in the face of enrollment change during this pandemic. The primary positions that this funding is maintaining are classroom teaching positions that are above the amount that the enrollment-based formula allocates. These staff are providing direct services and supports that have been critical during the current year, both in addressing the immediate needs resulting from COVID-19 and the pre-existing needs facing schools with higher need (i.e. higher UPP).

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Engagement with educational partners continues to be an important part of SCUSD's process to develop district plans. engagement of educational partners on the use of ESSER III funding built upon the input processes from the multiple plans occurring within the past two years. These include the 2021 Learning Continuity and Attendance Plan (LCA Plan in fall 2020), Expanded Learning Opportunities (ELO) Grant Plan (May 2021), and the 2021-22 to 2023-24 Local Control and Accountability Plan (LCAP). Throughout all of these planning processes, the voices of students, families, staff, and community members have informed the development of goals, actions, expenditures, metrics, and target outcomes. The detailed engagement processes for each of these processes can be accessed in the full plan documents:

- SCUSD 2020-2021 Learning Continuity and Attendance Plan (https://www.scusd.edu/sites/main/files/file-attachments/scusd_learning_continuity_and_attendance_plan_update_10.29.20.pdf?1604117610)
- Expanded Learning Opportunities Grant Plan (https://www.scusd.edu/sites/main/files/file-attachments/scusd_elo_grant_plan_final.pdf?1634753485)
- 2021-22 Local Control and Accountability Plan (https://www.scusd.edu/sites/main/files/file-attachments/scusd_2021-22_lcap_updated_8.10.21.pdf?1634669253)

The input and recommendations provided by educational partners throughout these processes has continued to build in each iteration and has served as guidance in the use of the various funding sources to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

In addition to the engagement opportunities within the various planning processes named above and below, frequent opportunities have been provided at board meetings for the public to provide input on the planned use of funding for the 2021-22 school year. They include, but are not limited to, the following board items:

- Presentation on Federal and State COVID Relief Funds on 4.22.21
- Workshop on the Third Interim Financial Report on 5.20.21
- Special board meeting dedicated to the proposed implementation of COVID-19 relief funds on 6.3.21

Presented to the Board of Education on 2.17.22

- Public hearing for the 2021-22 budget on 6.10.21
- Resolution on the use and expectations for one-time funds on 6.24.21 and 6.30.21
- Adoption of the 2021-22 budget on 6.24.21
- ESSER III plan adoption on 10.21.21
- Presentation on unaudited actuals on 9.16.21
- First interim revised budget approval on 12.16.21

Examples of topics discussed included the amounts of funding, districtwide strategy for expending funds, considerations for suitability, sustainability, compliance and accountability, and a proposed spending plan.

Consultation of community members in this most recent cycle of planning to inform development of the ESSER III Expenditure Plan used similar strategies within the more compressed timeline. Staff reached out to the district's range of community groups to provide opportunities for input on the draft plan. This took different forms based on the needs of each group, with some holding special meetings for ESSER III input, some folding input activities into existing meetings, and others providing input asynchronously on shared materials. The community at large was provided multiple opportunities to provide input. A public draft was posted to the district's web page and notification sent out in multiple languages. Community members were able to submit input via a google form on line, directly via email to district staff, or via standard mail. An update on the planning status was provided to the Board on October 7, 2021 which included the public draft posted as an artifact. Public comment and board discussion opportunities were provided at this time. For a more detailed accounting of the ESSER III engagement process, including a description of how the development of the plan was influenced by community input, the full plan can be accessed on SCUSD's website at:

https://www.scusd.edu/sites/main/files/file-attachments/essser_iii_exp_plan_scusd_board_approved_10.21.21_updated_11.16.21_per_scoe.pdf?1638565654).

Educational partners have ongoing opportunities to provide input on the use of ESSER III expenditure funding. These include any of the ongoing engagement interactions through the annual LCAP cycles, submitting input directly to staff, and engaging during board meetings at which ESSER III implementation is being reviewed. The provision of ESSER III input through LCAP engagement provides an opportunity for increased alignment between the two processes.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

While the national, state, and local circumstances since the adoption of the plan have been challenging, SCUSD has moved forward with implementation of the ESSER III expenditure plan. As has been the case for most districts, extreme staffing shortages and the district's efforts to address those shortages have presented major challenges. With many district staff being deployed to support

school sites and others picking up additional responsibilities during that time, capacity to operationalize a wide range of new actions has been impacted at the central office. These impacts have recently lessened, though are not completely gone.

Unfortunately, the extreme staffing shortages due to the omicron variant of COVID-19 are only the most recent staffing challenge to face districts. SCUSD previously experienced challenges in hiring prior to COVID-19 and these have been greatly exacerbated during the pandemic. With several of the key actions in the ESSER III expenditure plan involving the hiring of staff, there is significant variation within the actions with regard to completion. Some positions have been processed through Human Resources, posted, and all hiring is complete and the new employee is implementing the desired program/actions. Others are posted and awaiting applicants or are in the position requisition process. Following are implementation status updates for ESSER III actions:

- **A3 (Shade Structures to Expand Social Distance Opportunities):** 7 schools are currently completing the design phase and 14 others have recently or will soon enter into the design phase
- **A4 (Ventilation Improvements to Provide Air Exchange at school sites):** Ventilation projects within the scope of ESSER II are in progress. The John F. Kennedy High School ventilation project (Building C) will be the first ESSER III project to get underway. *Additionally, the ESSER III plan specifies that, as the expenditure plan is implemented through 2023-24, funds that are unspent due to unfilled positions will be reallocated to this action.*
- **A5 Staffing and supplies to mitigate the spread of COVID-19 and safety operate schools:** This action has been implemented as planned, with staffing and supplies in place to mitigate the spread of COVID-19. There are additional supply orders, including some PPE and signage, that are in progress.
- **B4 Healthy HeARTS and Minds Program: Mental Health support through the arts:** This action is yet to be implemented due to a shift in management of the program from the City of Sacramento to the County Office. As soon next steps are finalized, staff will be able to begin implementation.
- **B17 Transformative SEL Support for Schools:** Implementation is moving forward. Training specialists are supporting school sites based on goals focused on culture, climate, and emerging SEL needs. The district is currently in the rehiring process for the SEL Director, including expanding this position to provide leadership and professional learning in the areas of positive behavior interventions and supports and trauma-informed care.
- **B18 Antiracist Materials:** The district is in the process of hiring a K-12 History-Social Sciences coordinator. This individual will work in collaboration with staff across departments to align the work of SEL, ethnic studies, and anti-racism/anti-bias efforts. These funds will support the build-out of that effort to ensure that classroom library materials support the unified efforts. Implementation will include the professional learning necessary to ensure that the materials can be used effectively.
- **B19 Partner with Community Based Organizations to Address the Impact of Lost Instructional Time:** This action is yet to be implemented. As a next step, department staff will be engaged in defining the scope(s) of work to support appropriate Requests for Proposal (RFP) processes specific to each scope.
- **B20 Data and Assessment Support - Accountability Coordinator and Assessment Technician:** These positions have been moved through the requisition and approval process and posted for hiring.

- **B27 School Site Grants to Address the Impact of Lost Instructional Time:** This action will be implemented in alignment with school sites' development of their SPSAs. A proposal for funding process has been developed and the Academic team will be supporting sites to align their proposals with existing school planning taking place through the SPSA process.
- **C2 Establish college and career readiness labs at Middle Schools:** Implementation is on track. 2021-22 planning activities have included identification of cohort 1 participants, identification of classrooms, ordering of materials and planning for installation, planning summer professional development, and identification of participating teachers. Implementation of the first labs will occur in Fall 2022.
- **C3 Implement State Seal of Civic Engagement (SSCE) program for students:** Implementation has moved forward as planned. The team has adopted criteria, met with industry partners to identify and create civic engagement opportunities for students, held student kick-off meetings, and engaged counselors in building awareness. Distribution of the first round of seals is anticipated for Spring 2022.
- **C4 Linked Learning pathway opportunities for students:** Linked Learning efforts have moved forward. The team has joined a community of practice (Linked Learning Alliance) to support operationalizing linked learning in the district. A SCUSD-specific community of practice has also been formed and contributed to the implementation plan for year 1. Year 1 (2022-23) will bring linked learning to about half of the schools. Current efforts include development of cohort scheduling and planning summer PD for teachers.
- **C6 (Education Training Specialists):** Three of the four positions have been hired. (Recruitment for the 4th position was temporarily halted to ensure that an additional staff member was not pulled from the classroom in the time of extreme shortage). The new training specialists are providing direct support to schools and teachers while also collaboratively working on a comprehensive digital citizenship model and curriculum for K-12 in collaboration with the Social Emotional Learning (SEL) team.
- **C7 and C8 (Nutrition Services Hiring Bonuses and Increase in Hours for Staff):** Nutrition Services is hosting monthly job fairs to help fill vacancies and collaborating with Human Resources and labor partners regarding the hiring bonuses for new hires. The temporary increase in hours went into effect 1.3.22 and has helped to relieve some pressure on the need for additional substitutes at school sites due to COVID-related absences, increased meal counts, and longer lunch periods.
- **C9 Classified Employee Teacher Development Pipeline and C10 Staff Recruitment and Retention:** These actions are moving forward in alignment with the efforts detailed in the district's Educator Effectiveness Block Grant (EEBG).
- **C11 (Safety):** The need for a robust approach to intervention and prevention was identified following the discontinuation of the School Resource Officer (SRO) model. The district has moved forward with the plan to hire 15 lead campus monitors, 5 safety officers, and 1 coordinator. They will be assigned to each comprehensive high school and feeder schools. The district is also working with community-based organizations as part of the model for student engagement and violence prevention.
- **Other:** The 5% allocation to support implementation and other related activities has been used primarily to staff positions that are providing services that align with and support one or more ESSER III expenditure plan actions. Examples include human resources positions to assist in recruiting and hiring the additional support needed to mitigate the impact of COVID, facilities and operations staff to implement COVID prevention projects (benches, shade structures, water filler stations and HVAC), additional

business services staff to manage COVID-relief funds and process the related expenditures and file reports with CDE, an additional translator position, admissions and family services staff, and support for ELPAC testing.

It is important to note that several of the ESSER III Expenditure Plan actions will not take effect until 2022-23, as they are extending services and supports that are funded through other sources for the 2021-22 school year. These include the following actions:

- **A1 Health Services: Nurses and Health Aides:** The full 8.0 of nursing FTE has been filled and staff are providing direct services and supports to students. Most of the health aide FTE is currently posted to recruit eligible applicants. 1.5 health aide FTE has been filled and those staff are now providing direct services and supports to students.
- **A2 Health Services: Staff to support 504 process and coordinate education services:** This position has been reposted to recruit eligible applicants.
- **B1 Guidance and Career Counseling:** These positions, with the exception of one, are currently posted to recruit an eligible pool of applicants. One Middle School counselor was hired and is now providing direct services and supports to students.
- **B2 Student Opportunities: 6th Grade Science Camp Experiences:** All schools have been provided access to the funding necessary for all 6th grade students to attend a science camp experience. Schools are individually working with programs and locations to determine the feasibility of attending within the context of COVID-19 protocols. Staff are also ensuring that sites have sufficient funding for chaperones to attend and to arrange transportation.
- **B3 Student Opportunities: Visual and Performing Arts:** All K-8 schools now have at least one Visual and Performing Arts (VAPA) class to provide access to instrumental instruction. Increased funding to the music library has reduced the backlog of musical instrument repairs and helped to provide additional supplies for individual students that used to be shared (rosin, tuners, valve oil) as well as special PPE for COVID protection.
- **B5 Tutoring for Foster and Homeless Youth:** Tutoring support services are in place. Students are receiving individual tutoring at home, at school, or virtually.
- **B6 Positive Behavioral Interventions and Supports - Coaching and Coordination:** Training is in progress for the six Tier II+ focus schools. Four total trainings are scheduled for the current year and coaching support has continued steadily throughout the year. Training and supports are being adapted and adjusted to best meet the needs that have emerged following distance learning and through the COVID-19 pandemic.
- **B7 Attendance and Engagement - Child Welfare and Attendance Specialists:** The COVID-19 pandemic has made physical attendance protocols very challenging and staff are working to adjust and support sites through the changing and emergent needs of the current context. To date, the Attendance and Engagement Office has hired an additional Child Welfare and Attendance Specialist and has posted additional positions. Chronic Absenteeism has increased significantly as a result of the omicron variant and staff will be working to focus intensely on target sites through tiered reengagement efforts to mitigate lost instructional time caused by quarantine

- **B8 Student Support: Social Workers and Student Support Center Coordinators and B9 Student Support: Social Workers for LGBTQ Supports:** Sixteen social workers have been hired and are providing direct services and supports to students and families. Staff are working to fill the remaining positions.
- **B10 Student Support Homeless Services Support Staff:** Homeless Youth Services is fully staffed and are implementing the actions as planned. Three support teams have been created, each with a full time social worker and advocate, that focuses on one-third of the district. These staff provide student and family support services to schools without their own Student Support Center and supplemental services to those that do have an SSC. Supports include case management, home visitations, referrals and access to district and community resources, and other critical services
- **B11 Student Support: Foster Youth Services Staff:** Two additional Foster Youth Services Program Associates have been hired and are implementing supports for K-6 students.
- **B12 Increase number of sites with expanded learning (Before and After School) Services:** Youth Development Support Services (YDSS) is currently operating 70 expanded learning programs (after school and before school). This includes the expansion to eight non-grant-funded sites that previously did not have YDSS programs. The recent Expanded Learning Opportunities Program Grant will provide enough funding to offer programming to all unduplicated students
- **B14 Maintain expansion of Men's and Women's Leadership Academy through 2024:** Implementation is in progress, with the expansion to some high schools complete and others awaiting the hiring of instructors. At sites with instructors hired, curriculum is being delivered and staff are working to increase enrollment and develop metrics for success.
- **B15 Extend support for American Indian Education Program (AIEP) through 2024:** Hired a new Youth Services Specialist that is managing the expansion of services. Worked with educational partners to design a process and system for identifying students that are currently unable to qualify for services through the Title VI Indian Education formula grant. This will enable the district to provide support to students that self-identify as Native American and recruitment is underway. Staff have reviewed student grades and recruited students with Ds/Fs to link them to tutoring. Students have received a pre-assessment and are being paired with tutors. Transcripts of 12th graders have been reviewed to determine additional needs and follow-ups with families are occurring.
- **B16 Expand implementation of Student Ambassador program:** This program, operated by Youth Development and Support Services (YDSS), pairs participating elementary and middle schools each with two, trained high school ambassadors to implement relationship building activities.
- **B23 Academic Equity: School Psychologists (Special Education):** Four of the eight positions have been filled and the staff are now providing direct services and supports to students. Staff are working to fill the remaining positions.
- **B25 Academic Equity: Board Certified Behavior Analysts (Special Education):** Four positions have been filled and are now providing direct support and services to students. The remaining position is posted and awaiting hiring.
- **B26 Academic Equity: Secondary ELD Training Specialist:** This position has been successfully posted and filled. The new Secondary ELD Training Specialist has begun providing services and supports for school sites.

Additionally, the following action will not take effect until the summer of 2024, ensuring the increased level of summer school support can continue:

- **B13 Provide expanded summer school programming in 2024:** Staff are actively planning for summer school and programming for summer 2022. Additional details are provided in the description of Expanded Learning Opportunities Grant Plan implementation in the prompt below.

SCUSD's ESSER III Expenditure Plan can be viewed in full at: https://www.scusd.edu/sites/main/files/file-attachments/esser_iii_exp_plan_scusd_board_approved_10.21.21_updated_11.16.21_per_scoe.pdf?1638565654

SCUSD also received funding through the Homeless Children and Youth (HCY) allocation. These funds total approximately \$100,000 in total for the 2021-22 through 2023-24 period. These funds have enabled Homeless Services staff to provide additional supports and services that will include:

- Increased staffing capacity with an additional part-time Youth and Family Mental Health advocate to provide support and outreach services that facilitate enrollment, attendance, and success in school. Provision of additional school supplies and basic needs for school and academic success.
- Provision of basic needs including school supplies/materials, technology, and transportation to meet the various needs of students identified as homeless. In addition, provision of training and outreach materials to increase staff capacity in identifying and referring students who are homeless for support services.

Staff are currently in the process of ordering identified needed items (i.e. clothing, hygiene kits, backpacks, etc.) as well as posting for the part time advocate position.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

SCUSD is using the fiscal resources received for the 2021-22 school year consistent with the district's 2021-22 Local Control and Accountability Plan (LCAP) and the district's Safe Return to In-Person Instruction and Continuity of Service Plan (see SCUSD Return to Health plan at returntogether.scusd.edu/return-health). This consistency stems from both the direct alignment of actions within recent plans (i.e. ESSER III Expenditure Plan) to the LCAP and development of aligned principles and frameworks to guide the use of funds received.

In an April 22, 2021 presentation to the board of education (Item 8.5: Federal and State COVID Relief Funds), staff from Business Services outlined proposed guiding principles for effective planning and implementation of funds. These included:

- Coherent Districtwide Strategy: Goal setting, prioritization, and consistent and transparent processes

- Suitability and Sustainability: Planning, collaboration, and long-term impact and sustainability
- Compliance and Accountability: Addressing learning loss and mitigating the spread of COVID-19
- Multi-Tiered Systems of Support and Equity-Driven Decisions: Addressing learning loss and an equitable system for teaching and learning
- Safely Reopen Schools: Education/training, districtwide access to Personal Protective Equipment (PPE), infrastructure of classrooms and workspaces, and consistent communication/updates
- Consistent and Transparent: Clear processes for purchases (technology, nutrition services, PPE, facilities, learning materials, and staff development), replacing/restocking, and new requests

Following the outline of these guiding principles, Academic Office and Student Support and Health Services Staff presented to the board on 6.24.21 as part of the Proposed 2021-22 Budget Item (10.2). In this presentation staff outlined a series of proposed uses of fiscal resources for the 2021-22 school year that were directly aligned to LCAP goals/actions and, for many, would later be extended through directly aligned ESSER III Expenditure Plan actions. The key areas staff identified in this presentation and some examples of the aligned actions within include:

- Student Well-Being and Attendance (Aligned to LCAP Goal 3): Additional counseling, social workers, student support center staff at sites, staff for Homeless Youth Services, staff for Foster Youth services, Tutoring for Foster and Homeless Youth, school nurses, health aides
- Academics (Aligned to LCAP Goals 1 and 2): School Psychologists, Board Certified Behavior Analysts, ELD Training Specialists, Education Technology Training Specialist, College and Career Experiences for Students, 6th grade science camp experiences, VAPA middle school programming
- School Climate (Aligned to LCAP Goal 4): PBIS coaches and coordination, child welfare and attendance specialists

The ESSER III Expenditure plan includes a majority of actions that align directly to one or more LCAP goals/actions. These range from direct extensions/expansions of actions such as increased social worker and counselor support to actions that enhance or align to existing efforts such as the Healthy HeARTS VAPA/Mental Health program, student 6th grade science camp experiences, child welfare and attendance specialists, board certified behavior analysts, social workers specific to LGBTQ+ needs, antiracist materials for classroom libraries, and middle school college and career readiness labs.

Within section A of the ESSER III Expenditure Plan, there is also strong alignment to the district's Return to Health plan through increased nurse and health aide staffing, coordination of health needs for 504 eligible students, ventilation and outdoor learning areas, and supplies and staffing to directly mitigate the spread of COVID-19.

Actions C9 and C10 in the ESSER III plan, focused on staff recruitment, retention, and pipeline development, are also closely aligned with the planned actions in the Educator Effectiveness Block Grant (EEBG). These, in turn, reinforce the LCAP's overall

identification of consistent, core classroom staffing as a one of the basic services students need to be successful in LCAP Goal 8. Action C11 aligns to the district's ongoing efforts to reimagine school safety and provides support operationalize the first steps in the plan following the district's move away from the School Resource Officer model. This is aligned to Goal 4 in the LCAP.

Guiding themes in the district's Educator Effectiveness Block Grant (EEBG) Recruitment and Retention framework include:

- Continue to develop cross-departmental collaborations in order to enhance recruitment efforts and grow retention focus
- Strategic focus on increasing diversity
- Strategic focus on increasing sustainability

The EEBG further identifies some key actions to be implemented that support the overall LCAP and district focus on ensuring that all students have access to highly-qualified instructional staff:

- Administrator Coaching and Partnership Program
- Pathway to Teaching for Deferred Action for Childhood Arrivals (DACA) participants
- Visa Support to Prospective and Current Employees
- Targeted Advertising to enhance recruitment
- Career Pathways for Teachers and Administrators
- Classified Coaching and Partnership Programs
- Professional Learning for Classified and Certificated Substitutes

Beyond increasing recruitment and retention effectiveness, these actions seek to establish pipelines and pathways that increase the number of SCUSD community members and existing staff that are eligible and prepared to take on new positions within the system.

The district's Expanded Learning Opportunities Grant Plan also outlined key focus areas that are in close alignment to the LCAP and other plans described in this section. Examples of aligned programs/actions in the ELO:

- Student Ambassador programs
- Expansion of after-school programs to additional schools
- Expansion of an Arts program pilot that incorporates theater and SEL signature practices
- Trauma-informed, mindfulness, and healing-centered practices for staff
- Suicide-prevention training for staff and students
- Training opportunities for school nurses
- Support for school teams to participate in a Family Engagement Learning Institute

This plan can be viewed at: https://www.scusd.edu/sites/main/files/file-attachments/scusd_elo_grant_plan_final.pdf?1634753485

Similar to the actions approved in the June 2021 budget proposal, several ELO Grant Plan actions were later extended for an additional two years as part of the ESSER III Expenditure Plan and in alignment with the new LCAP. These include the arts programming and multiple elements of the expanded learning program (e.g. Men's and Women's Leadership Academy, expansion of after school program sites). Examples of ELO Grant Plan activity implementation include:

- Planning and preparation for the Summer Matters (Summer School) programming. Youth Development Support Services (YDSS) has identified community partners that will help to deliver programming and a summer advisory group has been formed to guide planning for robust and enriching summer opportunities. Initial curricula development is underway for both elementary and summer school. This will be an integration of physical activity, STEAM, SEL, and social justice. Professional learning is in development for staff that will deliver summer programming.
- Expanded learning programs during the school year (before and after school) have increased their service to 70 school sites (8 more than previously operated). This includes sites that were not able to be served previously within the scope of existing grants.
- This program, operated by Youth Development and Support Services (YDSS), pairs participating elementary and middle schools each with two, trained high school ambassadors to implement relationship building activities. Recruitment for additional support during summer programming occurs throughout the spring semester.
- Planning for additional summer enrichment is underway. Partnership efforts are in progress with Rose Family Creative Empowerment Center, Roberts Family Development Center, the City of Sacramento, and Sacramento County Office of Education to initiate collaborative development of summer programs focused on academic enrichment.
- The Men's and Women's Leadership Academy expansion at the high school level is in implementation, with hiring challenges delaying some of the expansion. Full time positions have been solidified at two schools and the instructors are delivering curriculum and collaborating with partnered middle schools. Other schools have the positions posted for hiring.
- High-dosage tutoring is being provided at targeted sites (currently two) in alignment with the district's implementation of Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) and expanded learning programs. At these sites, additional tutoring is being provided in alignment with teachers who have been trained to use SIPPS and are implementing with fidelity.

The district continues to make decisions involving the use of fiscal resources with the LCAP, ESSER III Expenditure Plan, and Return to Health (Safe Return to In-Person Instruction and Continuity of Service Plan) as guiding frameworks. These plans are foundational in the district's efforts to address needs that predate COVID, have been exacerbated by COVID, and new needs emerging as a result of the pandemic, school closures, and distance learning.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

Presented to the Board of Education on 2.17.22

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

**Update to the LCFF Budget Overview for Parents for the 2021-22 Year
February 17, 2022**



As required by Section 124(e) of Assembly Bill 130, following is an update to the LCFF Budget Overview for Parents for the 2021-22 School Year. This update reflects the impacts of the 2021 Budget Act (American Rescue Plan (ARP) Act). Spring 2021 Projections were those available at the time of LCAP Adoption in June 2021. Updated projections were provided in January 2022.

2021-22 Budget Projections	Spring 2021 Projection	Updated Projections Following 2021 Budget Act
Total LCFF Funds	\$430,509,685	\$435,769,916
LCFF S&C Funds	\$74,250,881	\$84,413,615
All other state funds	\$76,180,092	\$88,845,106
All local funds	\$6,385,645	\$8,566,279
All federal funds	\$46,193,654	\$178,164,006
Total Projected Revenue	\$559,269,075	\$711,345,307
Total budgeted general fund expenditures	\$589,976,725	\$715,746,748
Total budgeted expenditures in the LCAP	\$353,730,004	\$353,730,004
Total budgeted expenditures for high needs students in the LCAP	\$89,729,829	\$89,729,829
Expenditures not in the LCAP	\$236,246,721	\$362,016,744

2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Bowling Green Charter School	Sylvia Silva-Torres & Amber Sutton Principals, Bowling Green Chacon & McCoy	sylvia-silva-torres@scusd.edu & amber-sutton@scusd.edu (916)395-5215 & (916)395-5210

Goal 1

A basic educational core will be provided in an environment that is safe, clean, and supportive.

Rationale

This maintenance goal is to ensure that as we focus on our improvement areas, we do not lose traction in the areas we have found success.

Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Dashboard: Teachers, Instructional Materials, Facilities 2019	Standard Met	Standard Met	Standard Met
	Dashboard: Implementation of Academic Standards 2019	Standard Met	Standard Met	Standard Met
	Dashboard: Access to a Broad Course of Study 2019	Standard Met	Standard Met	Standard Met
	SARC: Percent of Teachers with Full Credential 2021	100%	100%	100%
	SARC: School Facility Good Repair Status 2021	Good	Good	Good

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	Basic Operations Staffing for McCoy	3 years	No	LCFF 361622		\$361,622.00	\$299,828 Lower than expected costs due to Clerk

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Principal, Office Manager, Clerk, Plant Manager, Custodian, substitute operations staff						hiring and change in custodial salary with new hire.
1.2	Basic Teaching Staff for McCoy 14 teachers and substitute funding	3 years	No	LCFF 1953051		\$1,953,051.00	\$1,912,597 Lower than expected due to late hire of PE teacher. Substitute costs will continue.
1.3	Basic Operational Costs for McCoy Supplies, copier rental, utilities, and reserve	3 years	No		LCFF 178156.00	\$178,156.00	\$178,156.00
1.4	District Costs for McCoy Admin and instructional support, pro rata (facility use)	3 years	No		LCFF 321225	\$321,225.00	\$321,225.00
1.5	Basic Operations Staffing for Chacon Principal, Office Manager, Clerk, Plant Manager, Custodian, substitute operations staff		No	LCFF 389321		\$389,321.00	\$387,327
1.6	Basic Teaching Staff for Chacon 11 teachers and head teacher		No	LCFF 1468096		\$1,468,096.00	\$1,569,623
1.7	Basic Operational Costs for Chacon Supplies, copier rental, utilities, and reserve		No		LCFF 150024	\$150,024.00	\$150,024.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.8	District Costs for Chacon SpEd services, oversight, admin and instructional support, pro rata (facility rent)		No		LCFF 247720	\$247,720.00	\$247,720.00

Goal 2

Promote the growth towards meeting or exceeding standards in English Language Arts (ELA) and Mathematics for all students, particularly our underserved subpopulations, as demonstrated through local formative assessments and course grades.

Rationale

Based on our needs assessment done by staff and steering committee, we see an overall increase in achievement. This success has not been equally shared by all subgroups, however. We have identified that our African American students and our students with disabilities are improving at a slower rate. With this goal, we intend to address the disparity in achievement across our subgroups.

Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Dashboard: Academic Indicator ELA 2019	38.5 points below standard	State Assessments were not administered during the spring of 2021. iReady was used as a metric in Spring 2021 and scores were delivered to the two campuses independently.	33.5 points below standard
	Dashboard: Academic Indicator ELA for Students with Disabilities 2019	87.2 points below standard	State Assessments were not administered during the spring of 2021. iReady was used as a metric in Spring 2021 and scores were delivered to the two campuses independently.	80 points below standard
	Dashboard: Academic Indicator Math 2019	41.7 points below standard	State Assessments were not administered during the spring of 2021. iReady was used as a metric in Spring 2021 and	36.7 points below standard

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
			scores were delivered to the two campuses independently.	
	Dashboard: Academic Indicator Math for Students with Disabilities 2019	102.4 points below standard	State Assessments were not administered during the spring of 2021. iReady was used as a metric in Spring 2021 and scores were delivered to the two campuses independently.	95 points below standard

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	Implement academic interventions and support in ELA and Math at McCoy Instructional aides will provide targeted support in foundational ELA and Math skills in grades K-2. Supplemental instructional materials and software will provide opportunities for targeted intervention in ELA and Math in all grades.	3 years	Yes	LCFF 55933	LCFF 45638	\$101,571.00	\$81,256.8 Changes in Instructional Aides and difficulty hiring has led to this number being less than expected.
2.2	Class Size Reduction at McCoy Class sizes in primary grades shall be reduced to 24 to 1 in order to provide increased opportunity for targeted intervention in ELA and MAtematics within those classrooms by the classroom teacher.	3 years	Yes	LCFF 568891		\$568,891.00	\$568,891.00
2.3	Encourage reading across the curriculum and at home (McCoy)	3 years	Yes	LCFF 14093		\$14,093.00	\$14,093.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses		Non-Personnel Expenses		Total Funds	Mid-Year Report
	In addition to classroom libraries, students will have access to an expansive school library including books in both English and Spanish.								
2.4	Implement academic interventions and support in ELA and Math at Chacon Instructional aides will provide targeted support in foundational ELA and Math skills in all grades. Supplemental instructional materials and software will provide opportunities for targeted intervention in ELA and Math in all grades		Yes	Federal	12331	LCFF	21191 Federal 1180	\$34,702.00	\$27,762
2.5	Class Size Reduction at Chacon Class sizes in primary grades shall be reduced to 24 to 1 and 28 to 1 in the intermediate classes in order to provide increased opportunity for targeted intervention in ELA and Mathematics within those classrooms by the classroom teacher		Yes	LCFF	548688			\$548,688.00	\$438,950
2.6	Encourage reading across the curriculum and at home (Chacon) In addition to classroom libraries, students will have access to an expansive school library including		Yes	LCFF	12331			\$12,331.00	\$9,865

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses		Non-Personnel Expenses		Total Funds	Mid-Year Report
	books in both English and Spanish.								
2.7	Intervention at Chacon Provide intervention to support academic supports to students that are performing below grade-level		Yes	LCFF	21979			\$30,000.00	\$24,000
				Federal	8021				

Goal 3

English Learners showing progress toward proficiency will increase from 50% to 55%.

Rationale

Our school serves 45.8% English learners and all academic offerings must be done with that context in mind. Our English learners will not make adequate progress without specific attention to their academic and social-emotional strengths and needs.

Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Dashboard: English Learner Progress Metric 2019	50% Making progress toward English language proficiency		55% Making progress toward English language proficiency

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses		Non-Personnel Expenses		Total Funds	Mid-Year Report
3.1	English language instruction and access to core content at McCoy Provide Integrated and Designated ELD connected to content area instruction as well as appropriate content area intervention for English learners and recently reclassified	3 years	Yes	LCFF	85388	LCFF	10351	\$95,739.00	\$95,739.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	students. Instructional aides support will be provided for older newcomer students.						
3.2	Provide translation to increase parent involvement in education at McCoy Offer translation services for meeting to increase the number of parents attending school meetings.	3 years	Yes	LCFF 2000		\$2,000.00	\$2000 We are on track to continue offering translation services to our families.
3.3	Monitor academic progress at Chacon Academic Conferences to monitor academic progress		Yes	Federal 28421		\$28,421.00	\$28,421.00 We are on track to continue bringing in substitutes to cover for academic conferences to our families
3.4	Provide translation to increase parent involvement in education at Chacon Offer translation services for meeting to increase the number of parents attending school meetings.		Yes	LCFF 601		\$601.00	\$601 We are on track to continue offering translation services to our families.

Goal 4

Improve daily attendance and implement plans to improve chronic absenteeism rates, particularly among our African American students, students with disabilities, and socioeconomically disadvantaged students.

Rationale

Chronic absenteeism and disengagement has been on the rise across the Bowling Green Charter School, increasing 1.5%. We will focus on improving our daily attendance to improve our overall attendance goals.

Expected Annual Measurable Objectives for Goal 4

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Dashboard: Chronic Absenteeism among African American students 2019	24.1%	Dataquest: 31%	20%
	Dashboard: Chronic Absenteeism among students with disabilities 2019	12.5%	Dataquest: 3.3%	10%
	Dashboard: Chronic Absenteeism among socioeconomically disadvantaged students 2019	9.3%	Dataquest: 10.2%	8%

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
4.1	Attendance Tracking Daily phone calls to verify absences, home visits, and programs to encourage engagement.		Yes				Daily calls are being completed to increase attendance. Administration is conducting home visits as needed.
4.2	Attendance Incentive Programs Incentives for students with improved attendance, perfect attendance awards.		No				Celebration and incentive programs are up and running for increased attendance.

Goal 5

Increase the percentage of students who feel that school is a safe and supportive environment with strong adult relationships and a sense of belonging, especially for our African American students.

Rationale

Based on our needs assessment done by staff and steering committee, we notice that the gap for our African American students cuts across academics, attendance, and behavior data. We recognize that a root cause is likely our school climate and the way our African American students and families are experiencing school in general. We are committed to addressing this issue through efforts to improve our overall school climate, but also focusing efforts specifically to improve relationships with African American students and families.

Expected Annual Measurable Objectives for Goal 5

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Dashboard: Parent and Family Engagement 2019	Standard Met	Standard Met	Standard Met
	Dashboard: Suspension Rate Indicator 2019	1.3 percent suspended at least once	0%	Maintain at 1.3 percent
	Dashboard: School Climate Indicator 2019	Standard Met	The School Climate Survey will be administered in March 2022 and results will be available in the later spring	Standard Met
	School Climate Survey Data for African American Students 2020	64%	The School Climate Survey will be administered in March 2022 and results will be available in the later spring	75%
	School Climate Survey Data for All Students 2020	73%	The School Climate Survey will be administered in March 2022 and results will be available in the later spring	80%

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
5.1	Student Support/Parent Resource Center (McCoy) Staff and supply a student support/parent resource center to support the social-emotional needs of	3 years	Yes	Federal 107364	Federal 1031	\$108,395.00	\$108,395.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses		Non-Personnel Expenses		Total Funds	Mid-Year Report
	students, connect families to community resources, provide family outreach, and actively develop school-community partnerships.								
5.2	Encourage Parent Involvement (McCoy) Provide fingerprinting fee waivers, translation, childcare, and snacks to encourage parent participation in school activities including, but not limited to field trips, ELAC, and Steering Committee	3 years	Yes	Federal	1000	Federal	1873	\$2,873.00	\$0 Due to COVID 19 we have not had the opportunity to welcome volunteers or hold in person meetings.
5.3	Build Stronger Peer Relationships (McCoy) Support positive peer interactions during unstructured times and positive behavior support utilizing trained supervision staff and equipment. School Community Liaison to bridge the connections between school, student, and family.	3 years	Yes	LCFF	78482	Federal	14331	\$92,813.00	\$92,813.00
5.4	Student Support/Parent Resource Center (Chacon) Staff and supply a student support/parent resource center to support the social-emotional needs of students, connect families to community resources, provide family outreach,		Yes	Federal	26840			\$26,840.00	\$26,840.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses		Non-Personnel Expenses	Total Funds	Mid-Year Report
	and actively develop school-community partnerships.							
5.5	Encourage Parent Involvement (Chacon) Provide fingerprinting fee waivers, translation, childcare, and snacks to encourage parent participation in school activities including, but not limited to field trips, ELAC, and Steering Committee		Yes	Federal	2363		\$2,363.00	\$0 Due to COVID 19 we have not had the opportunity to welcome volunteers or hold in person meetings.
5.6	Build Stronger Peer Relationships (Chacon) Support positive peer interactions during unstructured times and positive behavior support utilizing trained supervision staff and equipment.		Yes	LCFF	8305		\$23,375.00	\$23,375.00

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Bowling Green Charter School	Amber Sutton, Principal BG McCoy Sylvia Silva-Torres, Principal BG Chacon	amber-sutton@scusd.edu sylvia-silva-torres@scusd.edu

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

The Bowling Green LEA received additional funding through the Budget Act of 2021 and engaged our educational partners on the use of funds through meetings with Site Council (Steering Committee) and Constituent Meetings for prioritization of use, feedback, and revision.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Additional funding for the Bowling Green LEA was used to increase supports for students in the form of attendance, engagement, and counseling. The LEA utilizes a School Community Liaison as well as a Social Worker to support students who are low-income, English learners, and/or foster youth.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

The Bowling Green LEA did not receive these funds but does access district wide services through SCUSD's ESSER III Expenditure Plan. Please refer to SCUSD district plan for ESSER III plans and expenditure decisions.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

The Bowling Green LEA did not receive these funds but does access district wide services through SCUSD's ESSER III Expenditure Plan. Please refer to SCUSD district plan for ESSER III plans and expenditure decisions.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

The Bowling Green LEA is focused on supporting all students in their academic and social and emotional needs. In line with our LCAP goals and budget planning, additional funding was used in alignment with this goal, such as additional staff to support in classrooms, in the community, and with student needs through CLARA residencies.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
George Washington Carver School of Arts and Science	Allegra Alessandri Principal	allegra-alessandri@scusd.edu 916-395-5266

Goal 1

BROAD: College and Career Readiness BROAD: Every student will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, and other student groups with gaps in outcomes until gaps are eliminated. We are committed to increasing student success and removing barriers to success, with special attention to racist practices.

Rationale

Our vision and mission are to prepare every student to graduate college and career ready with a wide array of post-secondary options. We are working to build supports and remove barriers to student success as measured by a-g course completion, graduation rates, students enrolled in college classes like ACE and community college courses, and college application submission.

Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Number of students on track for a-g coursework completion	32% of seniors are on track for a-g completion	65% of seniors are on track for A -G	100% of seniors graduate with a-g courses
	Number of College applications	20% of seniors apply to 4 year colleges	33% of seniors applied to four year colleges 65% of student	80% of seniors apply to 4 year colleges
	Number of students enrolled in ACE classes	30% of 11th and 12th graders apply for ACE classes	30% of 11th and 12th graders have applied for ACE classes	75% of students in 11th and 12th grades apply for CE classes
	Number of Students earning Ds and Fs	30% of students earn Ds or Fs	17.5% of seniors have earned Ds or Fs	No students earn Ds or Fs
	CA Data Dashboard College/Career 2019	Green	TBD	Blue
	CA Data Dashboard Graduation Rate 2019	Orange	TBD	Blue

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	Grading Policy Review grading policy and calibrate grading system. Ensure that grading policies and practices are equitable and removing barriers for students.	1 Year	No				Action Implemented
1.2	Academic Intervention Regular review of progress and final grades to offer targeted support for students to provide ongoing, sustained intervention for all students who are struggling.	Ongoing	Yes	LCFF 60,000		\$60,000.00	18,255.00 for summer school out of ELO
1.3	ACE and College Applications Through the support of a college adviser and teaches of 11th and 12th grade classes, continue to promote, enroll and support students taking college classes on campus through the ACE program at Sac State. Support students so more are applying to 4 year colleges.	Ongoing	No	Local 20,000		\$20,000.00	\$0.00; We plan to pay application fees for our Low Income students.

Goal 2

School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with Disabilities, English Learners, Foster Youth, and Homeless Youth. We are exploring behaviors and restorative ways to address both the harmed and the perpetrator. We are also in need of supports for student attendance, which contributes to student success and appropriate behaviors related to attendance. Our goal is to keep students at school learning, understanding barriers to behaviors and attendance to increase student success.

Rationale

We are building a safe haven school. There has been a rise in race related incidents. Teachers are working to respond through restorative practices and changes to the curriculum. We also are committed to addressing incidents of bias, addressing the harmed and the person committing the biased incident. Restorative practices will be critical to addressing this concern.

Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Suspension Rate	Disproportionate suspension rate between white, African American and Students with Disabilities	Disproportionate suspension rate between White, Black and students with disabilities	No suspensions
	CA Data Dashboard Suspension Rate	Orange	orange based on current suspensions	Blue
	Attendance Monitoring	Attendance rates fell to 89% in 2020	Attendance rates rose to 92.92%; after Omicron surge rates fell to 86.92%	Attendance rate at 99%

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	Restorative Practice Training Teachers will engage annually in Restorative Practice Training to address their curriculum and classroom practices for optimal equity. Trainings will be available to parents and student as well.	3 Years	No		LCFF 20000 Federal 41005	\$61,005.00	0
2.2	Attendance/Office technician Create an FTE for Attendance/Office technician to monitor and support attendance more carefully		No	LCFF 40000		\$40,000.00	14,710.

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report

Goal 3

Promote the achievement of all students, and particularly for low-income and English learner students, by working collaboratively with students, parents, teachers, and the community during the 2021-22 school year to review educational practice and research for the purpose of revising and updating our graduate profile using a holistic definition of a successful high school graduate and identifying an approach that in future years will increase the opportunities available to our students upon graduation from high school. This goal is essential to Carver's development as a social and environmental justice school, committed to addressing white dominant culture in the school system. It is important that we build in supports for all learners, review policies that act as barriers to success and increase the graduation rate to 100%. We also want to enhance and invigorate the holistic portfolio review and our graduate profile to better support all student learning and demonstrating learning.

Rationale

Carver has a Graduate Profile that would benefit from updating to reflect our holistic definition of a successful high school graduate. Additionally, there is analysis and revision to be done to the grading system so that we remove barriers to graduation and college admissions.

Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Graduation Rate	90%	91%	100%
	Student completion of Portfolio Review Process	0% due to Covid19	91%	100%
	CA Data Dashboard Graduation Rate	Orange	N/A	Blue
	Graduate Profile Update	adopted in 2017	85.1% in 2019	revised Graduate Profile
	Fully Credentialed teaching staff	100%	100%	100%

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.1	Graduate Profile Review and Update Graduate Profile to reflect out stance on equity and social justice. It will also provide a more holistic approach to student	3 Year	No				This is in progress.

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses		Non-Personnel Expenses	Total Funds	Mid-Year Report
	success and graduation, beyond semester grades.							
3.2	Integrating Waldorf Methods Insuring that all classes integrate the arts, offer hands on projects, make connections to the community will offer students more creative ways to show their learning and to pass classes with a C or higher.	Ongoing	Yes	LCFF	206,298		\$236,436.00	205,229.00 Salary and subs

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
George Washington Carver School of Arts and Science	La Niecia H Kobelt Principal	LaNiecia-Kobelt@scusd.edu (916)395-5266

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

General Fund Expenditures for the school year not included in the Local Control and Accountability Plan include funds to cover the cost of most personnel, instructional supplies, pro-rata facility use fees, special education costs, and administrative costs to the school district. Supplemental funds are used to assist with additional student services, personnel and professional development. We have engaged our educational partners (The Parent Guild) through monthly community meetings and collaborate with our feeder schools and local organizations. We plan to further engagement through the development of a School Site Council, collaboration with other charters and organizations in the arts and sciences.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

George Washington Carver School of Arts and Science used \$238,194.00, mid-year, to retain staff. The additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at public charter schools with an enrollment of less than 300 students, we will use the funds to retain staff.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

One-time federal Funds for emergency relief were not received by George Washington Carver School and are being implemented through SCUSD’s districtwide ESSER III Expenditure Plan and other districtwide planning. Please see the district’s supplement and other board documents for details.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

One-time federal Funds for emergency relief were not received by George Washington Carver School and are being implemented through SCUSD's districtwide ESSER III Expenditure Plan and other districtwide planning. Please see the district's supplement and other board documents for details. As a school within SCUSD, George Washington Carver does access some of the services provided through the district's plan. During the current year these have included, surveillance testing, PPE, Health Aides, home test kits, substitutes and extra hours.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

George Washington Carver received the Educational Learning Opportunity-Grant submitted for 2021 -2022. As of February 2022, George Washington Carver had success in implementing Summer School, Independent Study personnel, and additional FTE to align with the broad and focused goals on the mission our our high school education program: college readiness, A- G Readiness, and increasing our graduation rate. The implementation of this action has had success as demonstrated by students successfully gaining credits towards graduation, completion of A-G requirements and support for students with disabilities.

We have also experienced challenges in implementing support services and additional FTE to increase services needed for our unduplicated students and in helping our students and staff stay safe during COVID. As discussed in prompt 2 our additional funds have been utilized as stated in our LCAP. George Washington Carver School of Arts and Science used \$238,194.00, mid-year, to retain staff. The additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at public charter schools with an enrollment of approximately 300 students, we will use the funds to retain staff.

Our ELO Expenditure Plan: https://drive.google.com/file/d/1N83yZf1S_JNSH4xcwoNwAwUMZkJ1yzcy/view?usp=sharing

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021



2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
New Joseph Bonnheim Community Charter	Christie Wells-Artman Principal	christie-wells-artman@scusd.edu 916 277-6294

Goal 1

- 1. Create the foundation to support high quality teaching and learning in supporting EL's. We will increase the number of students approaching proficiency in English Language Arts and Mathematics, particularly our underserved subgroups. NJB serves 58.6% English learners. Everything we do academically must be done with that context in mind. Our English learners will not make adequate progress without specific attention to their academic and social-emotional strengths and needs. At NJB, English Learners at 41.03% (36 EL scholars) Kinder- 3rd grades are not meeting Foundational Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 and Trimester 3 report card. NJB has identified a need to address early literacy and foundational reading skills in grades K-3rd.**
- 2. There is a need for integrated curriculum to support EL's in both ELA and Math. Supplemental foundational skills in the SIPPS program and EL leveled texts are used along with instructional invention to support EL's to meet and exceed grade level standards and mastery of skills. Provide Integrated and Designated ELD connected to content area instruction as well as appropriate content area intervention for English learners and recently reclassified students. (Certificated Staff) add details on curriculum supports texts.... readers....**
- 3. Continue with 15 teachers trained in GLAD (Guided Language Acquisition Development) trained in ELD strategies, SIPPS Professional Development and SCUSD trainings on ELD.**
- 4. Provided to all, but targeting needs of parents who speak languages other than English, and address the lack of consistency in opportunities for parents to engage in their child's learning.**

Rationale

Integrated ELD in all content areas is not consistently occurring. Students lack effective ELD instruction, intervention opportunities for supporting student foundational skills are limited and inconsistent. A lack of professional knowledge, of ELA/EL Foundational standards, strategies and implementation. To monitor this we do the following:

1. ELPAC 2021-22 - 60% making progress
 2. District Common Assessments Benchmark- 80% of ELs increase proficiency
 3. SIPPS and Foundational Skills BPST/CORE/PASS Assessments- 80% of ELs increase proficiency
- Purchase Core ELA/EL and Math Curriculum using the CARES and other funding resources. Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL)
SIPPS Professional Development and Instructional Program for EL's (LCFF EL). All purchased in December 2020 and 3 year adoption. Teachers will be trained to implement. Progress Monitoring on ELD Strategies and Supports to English Language Learners to Increase levels in ELPAC and reclassify to English. GLAD Training. This includes all teachers trained in GLAD strategies to provide additional ELD intervention to EL students, coordinate reclassification, coordinate ELPAC administration,

follow-up on designated EL scholars, and demonstrate effective ELD strategies for scholars and support parents, and finally, increase EL parent involvement in education by removing barriers to participation (e.g., translation, interpretation, childcare, etc.)

Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	ELPAC	2019 - 55% making progress	We are testing in February 2022, so mid year progress will be imputed May 2022.	2023-24 - 85% making progress
	District Common Assessment Benchmark and I-Ready	Baseline coming out in October 2021	So far we are using I-ready as a data point for testing. Partly because have the team is not using benchmark assessments, due to all benchmark curriculum is here.	2023-24 - 85% making progress
	SIPPS and Foundational Skills BPST/CORE/PASS Assessments	Baseline coming out in October 2021	We use BPST but SIPPS training and CORE/PASS/ Assessments was put on hold due the Covid and Omicron cases. Training is not given to teachers this year. Training will start in Mid April 2022.	2023-24 - 85% making progress

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	Monitor and implement ELA/EL and Math Curriculum (Supplimental)Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL) Purchase Core ELA/EL and Math Curriculum using the CARES and other funding resources. Provide supplemental materials to	Purchased	Yes		LCFF 24000	\$24,000.00	Purchased in Sept, 2021

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses		Non-Personnel Expenses		Total Funds	Mid-Year Report
	provide access and meet the needs of English Learners (LCFF EL)								
1.2	SIPPS and GLAD Professional Development and Instructional Program for EL's (LCFF EL) Continue with 15 teachers trained in GLAD (Guided Language Acquisition Development) trained in ELD strategies, SIPPS Professional Development and SCUSD trainings on ELD.		Yes	LCFF	24000	LCFF	7000	\$31,000.00	Purchasing for mid year Feb 2022.
1.3	Progress Monitoring ELD Strategies and Supports Progress Monitoring on ELD Strategies and Supports to English Language Learners to Increase levels in ELPAC and reclassify to English. GLAD Training. This includes all teachers trained in GLAD strategies to provide additional ELD intervention to EL students, coordinate reclassification, coordinate ELPAC administration, follow-up on designated EL scholars, and demonstrate effective ELD strategies for scholars and support parents.		Yes	LCFF	24000	LCFF	35000	\$59,000.00	Purchasing for mid year Feb 2022.
1.4	Provide training to all ELD parents, and		Yes			LCFF	2500	\$2,500.00	Having training in March/ April of 2022

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	increase EL parental involvement. Provided to all, but targeting needs of parents who speak languages other than English, and address the lack of consistency in opportunities for parents to engage in their child's learning. Increase EL parent involvement in education by removing barriers to participation (e.g., translation, interpretation, childcare, etc.)						
1.5	Resource Teacher Hire a resource teacher to serve the EL population with push in and out.		Yes	LCFF	200,000.00	\$200,000.00	Will be put on hold till 2022- 2023.
1.6	2 Bilingual aids Hire 2 bilingual aids to support resource teacher to serve the EL population with push in and out.		Yes	LCFF	28992	\$28,992.00	Positions are waiting to be posted by cabinet at district. They are filling other teaching positions first.

Goal 2

There is a need to create an organizational culture that supports and sustains high quality teaching and learning, and builds family and community engagement and inclusionary practices for African American and Hispanic/Latino scholars. We will increase the sense of community pride on campus.

- 1. All students will be provided access to a responsive school community as well as case- management, mental-health services, with particular attention paid to African American and Hispanic/Latino students and families.**
- 2. There is a need for highly trained teachers to support the charter and getting every child to grade level readiness and support social-emotional growth within the charter's tenets and agricultural focus in science that supports children of color, cultural and language diversity to be ready for the 21st Century college and careers in science. Agriculture is shifting from rural to urban areas in the United States. By providing an educational program unique to NJB, such as the school and community farm, bio-diversity environments, 4-H programs and other science agricultural programs such as sustainability, we are**

closing the gap in achievement, promoting critical thinking and learning, and providing more hands on, inclusionary programs in science to engage our scholars.

3. Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.

4. Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity

Rationale

There is a need to have highly trained teachers in body brain compatible learning, Leader In Me and culturally responsive teaching and learning to address the learning gaps in African-American and Hispanic students, by creating a school-wide culture that is inclusionary in practices, through our data collection, NJB noticed that the gap for our African American and Hispanic students cuts across academics, attendance, and behavior data. We recognize that a root cause is likely our school climate and the way our African American and Hispanic students and families are experiencing school in general. We are committed to addressing this issue through efforts to improve our overall school climate, but also focusing efforts specifically to improve relationships with African American and Hispanic students and families. While much of the needs assessment/baseline used Dashboard data, the dashboard has been eliminated for this school year. Some metrics will have to move to local data. We see a consistent discrepancy across different types of data (academics, attendance, and behavior), showing that our African American students are not benefiting from our school services in the same way as other demographic groups in our unique agricultural programs.

Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Chronic Absenteeism - Whole Site	10.2%	14.%.Because COVID cases when up, it has been difficult to maintain our base. We have been offering independent school work. Have gathered data from attendance team to monitor.	6%
	School Climate Survey Data positive responses - Whole site	83%	We have a attendance team working on incentivizing good attendance within the pandemic. Our rates from mid Octoberr to December went up 5% and them Omicron hit, and numbers went down,	97%
	Chronic Absenteeism - African American Students	23.5%	Has improved,but because incentivizing good attendance within the pandemic. Our rates from mid Octoberr to December went up 3% with AA and them	10%

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
			Omicron hit, and numbers went down,	

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report	
2.1	<p>Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.</p> <p>Train teachers on culturally responsive teaching and learning, race and gender bias, and understanding and changing systems. If we provide consistent school communication and highly trained staffing focused on removing barriers to school success, students and families will have a stronger sense of belonging at school which will lead to increases in attendance and achievement.</p>	1 year	Yes			grant thru SCUSD	N/A	
2.2	<p>Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs.</p>	1 year	Yes	LCFF	107791.00	LCFF 5800	\$113,591.00	113.591 Encumbered for purchases for Ag. Programs in Sprin 2022

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs, in delivering the tenets of the charter's program and closing the achievement gap in AA and H/L students. All teachers are to be progress monitored and coached in charter.						
2.3	<p>Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity</p> <p>Train SC members on inclusionary practices and understanding biases and racism. Provide Leader In Me Training to SC and parents.</p>	1 year	No Yes		LCFF 12000	\$12,000.00	8,500 spent on LIM training. Will have upcoming trainings Spring 2022
2.4	<p>There is a need for smaller class sizes for each grade level to support the instructional differentiation model and tier intervention supports in closing the achievement gap and</p>	1 year	Yes	LCFF 2600 Federal 16000	LCFF 21000	\$39,600.00	39000.

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	<p>have every scholar at grade level readiness. Reduce class sizes in K-6 to 24 to 1 in order to develop meaningful relationships, provide more targeted instructional time for students working below grade-level. Differentiated model to include academic tutoring, small group instruction, computer adaptive programs such as I-Ready, and collecting meaningful data to spiral in the standards. Offered to all students, but targeted at low income students, African-American, Hispanic/Latino, and EL's. (I-Ready, 16,000 Title Funds to be used) the remaining funds are used to support class size reduction.</p>						

Goal 3

Increasing the percentage of scholars demonstrating:

- a) Mastery of state standards;**
- b) college and career orientation;**
- c) knowledge of how American democratic institutions work; and**
- d) the ability to recite the Gettysburg Address and discuss it orally and in writing.**

Rationale

In our charter, the significance of the Gettysburg Address is the very center of NJB's mission in developing citizens to be proactive in democracy, by creating a community charter and school of excellence that is truly for the people, by the people. In that we use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth.

Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
2	Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth	A pre-test shows overall low depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study.	Have had growth overall in ELA of 7% in ELA and 6.3% in MATH, from I-Ready and other assessments. (SBAC and other assessments in MAY 2022)	All students will have depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study.
1	Use the CCI beta tool and SBAC Summative to measure grade level readiness in ELA	NJB has identified a need to address literacy and reading skills in grades 4th-6th. Overall 4th-6th grade performance on reading comprehension skills: 45.09% (62 scholars out of 159) are not meeting Reading Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card.	Have had growth overall in ELA of 7% in ELA . Still a need for Phonemic awareness in grades k-3, and reading information text in 4-6. increased tutoring to 2 x's a week in Spring 2022. (SBAC and other assessments in MAY 2022)	Increase percent of 4th-6th grade students who are on grade level on-track in ELA (reading) in understanding genre specific text from 42.6% to 80% as measured on the CCI tool EOY and SBAC administered in May 2023.
3	Use the CCI beta tool and district common assessments/benchmarks to measure grade level readiness in ELA	NJB has identified a need to address early literacy and foundational reading skills in grades K-3rd. Overall 3rd grade performance on Foundational Skills: 41.03% (53 scholars out of 165) Kinder- 3rd grades are not	Have had growth overall in ELA of 7% in ELA . Still a need for Phonemic awareness in grades k-3, and reading information text in 4-6. increased tutoring to 2 x's a week in Spring 2022. (SBAC and other assessments in MAY 2022)	Increase percent of K-3rd grade students who are on grade level on-track in ELA (reading) in foundational reading skills from 41.03% to 80% as measured on the district common assessments, CCI tool EOY,

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		meeting Foundational Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card.		and SBAC 3rd grade administered in May 2023.

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses		Non-Personnel Expenses		Total Funds	Mid-Year Report
3.1	<p>Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth.</p> <p>Under the above mentioned the funding listed below will support training, conferences and professional development in these area: Highly Effective Teaching and Learning with Kovalik Associates, Agricultural Conference at Soil Born and Urbano Farms, 4-H Academy at UC Davis, and SCUSD trainings for academic and social-emotional needs. These</p>		Yes	LCFF 29000	Federal 29000	LCFF 58000	\$116,000.00	116,000 encumbered for trainings that were not held during the height of the pandemic. Spring 2022 is when PD will resume.	

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	programs support EL's and low-income students to provide career and college of choice opportunities and pathways, 21st century skills for jobs that are not even yet created or conceptualized.						
3.2	<p>School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve our charter mission of being caretakers of the community.</p> <p>School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve our charter mission of being caretakers of the community. Following the UBD approach.</p>		Yes		LCFF 8000 Federal 13846	\$21,846.00	encumbered for trainings that were not held during the height of the pandemic. Spring 2022 is when PD will resume.
3.3	<p>Surveys and scholar portfolio to show college and career readiness using the descriptors as a guideline and establishing a college presentation room during Celebrations of Learning Nights.</p> <p>School will have College Fridays each month for awareness. Each scholar will create a Leadership Notebook and use the Leader in Me program to</p>		Yes		LCFF 26562	\$26,562.00	WAG binders were set up for LIM. College readiness day held off due to pandemic.

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	support academics and social-emotional growth within the 7 Habits in Leader in Me. Each scholar will develop a project based in science and agriculture in our college and career readiness day.						
3.4	<p>Provide lessons, texts, resources and tasks on the history of the Civil War and its impact. 100% of sixth grade scholars will recite the Gettysburg Address and write a one-page paper explaining the importance and meaning of Lincoln's words. (6th grade students)</p> <p>Provide Instructional support and curriculum, texts, being there experiences for grades K-6 on agricultural and cultural projects that aligns to the charter mission and supports EL's and all learners. CLOSE Analytical training for teachers to implement with enriched text dependent questions and thematic units will expand and promote English proficiency in our EL scholars in all ELD standards.</p>		Yes		LCFF 30000.	\$30,000.00	30,000. has been spent for Benchmark and other curriculum .

Goal 4

Improve attendance and engagement during Distance Learning. Hire an attendance clerk and form attendance committee team to support outreach and engagement to families in need. Address operational needs to mitigate learning loss and ensure an emotional and safe learning environment.

Rationale

In the Spring of 2020, distance learning attendance and engagement was much lower than in- person instruction. There is a need for hot spots and technology needs for families that cannot access learning. Based on experience in Spring of 2020, many students did not progress academically and many families struggles to engage meaningfully in the academic work. Additionally, the district's return to health plan outlines an increased need for custodial services.SEL will be a part of this with Leader In Me/ 7 Habits and LIFESKILLS body brain learning.

Expected Annual Measurable Objectives for Goal 4

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	COVID-19 Attendance	Spring 2020 - 89% attendance	Spring 2022 -- 92 % attendancedance	23-24 school year 98% attendance
	COVID-19 Attendance and Engagement	COVID-19 Attendance and Engagement	in person learning for 2021-22 year.	20-21 - 95% engagement in distance learning

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
4.1	<p>Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities.</p> <p>Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities. Provide adequate technology for teachers to teach at home and students to engage in learning at home. Tools and programs such as Standards Plus, I-ready computer adaptive learning programs, Class Dojo and</p>	1 year	Yes		LCFF 4000 Federal 4000	\$8,000.00	8,000.

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	other programs promote and support distance learning and grade level readiness. Hot spots for low income scholars in need that cannot access curriculum and instruction.(Title I-funds of 4,000 will be used for the hot spots)						
4.2	Launch Parent Academy There is a need to inform and support parents with remote learning tools to improve academics, social emotional growth, attendance and engagement. A parent academy will be created to support families with tools.		No		LCFF 3000	\$3,000.00	Focused on ELAC committee during the pandemic. Did general survey thoughclass dojo to help parents with tools to improve academics.
4.3	Maintain Attendance Clerk and office Manager Maintain and train Attendance Clerk and Office manager	i year	No Yes	LCFF 63000. Federal 16050.		\$79,050.00	79,050. Trained
4.4				Federal 9,000			

Goal 5

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Rationale

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Expected Annual Measurable Objectives for Goal 5

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report



Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
New Joseph Bonnheim Community Charter		

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Our vision and core values are at the heart of all conversations. As additional funds became available we used our standing outreach efforts to obtain input from all aspects of our community- students, staff, parents, and community members.

Additional staff will accomplish the following.

1. Increase personnel to increase access to summer school and wrap-around services.(Center For fathers and Families, Summer 2021)
2. Increase mental health supports for students through counselors, psychologists; improved social-emotional curriculum, and increased access to mental health services. (District use of Connent Referrera, SEL training. EPOCH, and district support of health aides and testing for the pandemic.
3. Increase professional development, including instructional coaching, , strengthening core instruction across our school, in Benchmark, GpMath, Leader In Me
4. Ensure we serve students safely and optimally through additional staff for COVID-19 testing and support and additional operational and custodial staff.
5. Increase collaboration with outside organizations to support with training staff in curriculum, SEL, and academics.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

As noted earlier, we routinely obtain feedback in three primary ways- Surveys, Community Forums, District/ Community Group Meetings- to incorporate our educational partners' beliefs that guide our efforts from high-level perspectives to targeted recommendations. Since the pandemic began, we focus on physical and emotional safety for our students. Throughout this emergency response, we surveyed families (March 2021), conducted virtual meetings with ELAC (March 2021), students (August 2021), staff (May and June 2021), and administration (August 2021) and corresponded via web-based tools as we prepared to return to in person learning. Our focus groups, listening meetings, and safety talks resulted in articulating the impact of distance learning on families, students, and staff including social emotional issues as well as academics. It was especially important to ensure our community felt safe returning to in-person instruction. Consequently, we hired custodial subs/additional staff to help with sanitizing facilities and conducting COVID testing. We knew from multiple meetings that our community members were impacted emotionally by the conditions of virtual learning and the pandemic itself. We dedicated time and ways to support for increased access to mental health services via counselors, psychologists, outside agencies, and family resources. We worked to mitigate student learning loss through additional support staff (log term sub to help with ready literacy) as well as adding intervention programs, (tutoring, SIPPS, Reflex, etc).

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

We built a strong distance learning program in SY 20-21 that prioritized social emotional learning, literacy instruction, and small group learning sessions in order to differentiate for student needs. We also built a strong attendance intervention program to support our students and families with class attendance over distance learning. All of our staff and students were provided with the necessary tools to engage in distance learning.

As funds became available we used our standing outreach efforts to obtain input from all aspects of our community- students, staff, parents, ELAC, Steering Committee/SSC. Additionally, distance learning required that we learn, use, and implement technology to enhance instruction. When we returned, we maintained technology tools that enhance in-person instruction and provide consistent intervention, e.g. Go math, I Ready, Go Noodle, class Dojo, reflex MATH.

Despite additional funds, the most challenging area is staffing. It is difficult to hire for critical areas already in short supply. Returning to in-person instruction makes it more difficult. The availability of qualified personnel is limited, and many people are hesitant to return to the workforce, thereby reducing the pool of candidates.

Additionally, the substitute pool was difficult pre-pandemic for all districts. The situation is exacerbated by an increase in pandemic related absences. When staff members or their family members get COVID, absences are extended until it is safe to return.

As a result, it is difficult to bring some actions to scale, e.g. provide interventions systematically. Consequently, we delineated a timeline of spending funds over the three years allotted. This first year will focus on academic learning loss, social emotional issues, and partnering with educational organizations for temporary support. Once we are post pandemic, we are hopeful that staffing difficulties will be resolved and we can hire qualified staff more easily, and enrollment will go up.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

As noted in Prompt 1, we use our core values to bring our Vision to life and to guide our plans and daily decisions. Our LCAP reflects our core values as does our Safe Return and Continuity of Services, ESSER Expenditure Plan, and this Supplement. It is vitally important to align all plans and consequently, our spending to the same purpose, our vision, mission, and core values.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021



2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sacramento City Unified School District	Jessica Martin Principal	jessica-martin@scusd.edu 916 395 5254

Goal 1

Increased achievement in mathematics

Rationale

In May 2021, 10th and 11th grade students enrolled in Math II and Math III were given the end of year math assessment that was developed by the district. 68% of the students who took the test scored in the "Standard Not Met" range. Only 5% of the students who took the test scored in the "Standard Met" range. We know our students received math instruction via distance learning and in February of 2021 the full time math teacher resigned and the students had a substitute that did not have a math credential through the remainder of the school year.

Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Assessment Data	68% scored "Standard Not Met" - 5% scored "Standard Met"	Data not yet available. Students will take the CAASPP assessment in April and results will be available towards the end of spring or early summer.	40% or more students will meet the Standard for math.

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Number of D's and F's in Math I	50% of the students enrolled in Math I achieved a D or F	For Semester 1, 9% of the students enrolled in Math I received a D or F	10% or less of students enrolled in Math I will receive a D or F

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	<p>All students will take the Math Benchmark Assessments</p> <p>All New Tech students who are enrolled in Math I, Math II or Math III will take the SCUSD Benchmark Assessments in accordance with the districts assessment windows. The math department will analyze those assessments and create plans to increase achievement in math based on indicated student weaknesses.</p>		No		LCFF 0 Other State 0 Local 0 Federal 0	\$0.00	\$0 in funding used. All students in Math I, II, and III have takes district assessments. Analysis is occurring during department staff meetings (regular contract time)
1.2	<p>After School Tutoring provided</p> <p>Students will receive after school tutoring from peer tutors and teachers, 1-2 days per week.</p>		Yes	Other State 48,236.69	Federal 22,446	\$70,682.69	\$0, not able to staff an after school program, however teachers and counselor have volunteered to help students during the regular school day as needed.
1.4	<p>Instructional Assistant Support provided for EL and High Risk Students</p> <p>A part time instructional aide will be assigned to assist EL and High Risk Students both in class and after school in Math achievement.</p>		Yes	Other State 6401.50		\$6,401.50	\$0 - have not been able to hire a qualified IA for this position. Will continue to attempt.

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report

Goal 2

English Language Learner Achievement and Re-designation

Rationale

Due to the school shut down and the COVID 19 Pandemic, it was difficult to get our ELL students to attend testing sessions for the ELPAC. As such, we do not have comprehensive data for the 2020-2021 School year. It was also very difficult to provide specific resources and support to our 32 EL students due to being in distance learning for the entire year. Although we did come back in person for just over a month, this was optional for students. Over half of our EL students elected to remain in distance learning for the duration of the school year.

Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	ELPAC	1 Student Reclassified in 2020	Data not yet available. ELPAC was administered early February. Results will come later in the Spring.	5 or more students Reclassified each year
	Benchmark Assessments	ELA Assessment - 46% avg correct, Math - 36.3% correct	Data not yet available. CAASPP will be given in April.	EL students will score 60% correct or above on both ELA and Math District Benchmark Assessments

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	Instructional Assistant provided for ELL Support An instructional assistant will be assigned to support ELL students in math and English both in their classes and in the after school program		Yes	Other State 6401.50		\$6,401.50	\$0 have not been able to hire a qualified person for this position.

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.2	<p>After School Tutoring made available to students ELL students will be able to access a computer lab/learning center that is staffed by at least one teacher and 1 instructional assistant for support in Math and English</p>		Yes	Other State 30,555	LCFF 1,714	\$32,269.00	\$0 have not been able to staff the after school tutoring. Teachers have been volunteering extra time during the school day.
2.3	<p>Professional Development in PBL/PrBL and Student Centered Learning All staff will participate in Project-Based/Problem-Based Learning with a specific emphasis on supporting ELL students through this method of teaching and learning.</p>		Yes		Other State 31,408	\$31,408.00	Approx \$30,000 for one full-day PD on PBL and Assessment
2.4	<p>Parent Training Opportunities provided in English and Spanish Parents of ELL students will be given opportunities and workshop offerings on how to effectively use ECHO, how to support students at home, and knowledge of post secondary options so they can better support their students academically. The Parent Advisor will help coordinate these training and provide translation to Spanish Speaking families.</p>		Yes	LCFF 24,278 Federal 16,185		\$40,463.00	Approx \$20,200

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report

Goal 3

College and Career Readiness

Rationale

With the change of leadership and school closures to to the COVID 19 pandemic, the college and career data dropped in the metrics listed below. As a result, we will be taking steps to bring our numbers back up for College and Career readiness as stated below.

Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	CTE Pathway Completion Rate	97% completion in 1 or more CTE Pathways	Data not yet available. School year still in progress.	100% completion in 1 or more CTE Pathways
	Enrollment in College Courses	95% of the graduating students completed at least one college course prior to graduating high school	Approx 60% of the graduating class have completed at least one college course and the other 40% are currently enrolled.	100% of the graduating students will complete at least one college course prior to graduating high school
	A-G Completion	11% 5/43 students completed A-G requirements	Data not yet available.	85% of all 12th graders will complete A-G requirement

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.1	Counseling and guidance in CTE Pathways and Programs Students will complete 1 or more of the 3 CTE pathways at new Tech. Computer Science, Graphic Design, and Animation Motion Graphics. The school counselor and administrator will inform, guide, and schedule		Yes	LCFF 25423.50	LCFF 0 Other State 0 Local 0 Federal 0	\$25,423.50	Approx \$12,700

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	students in a way that will make pathway completion possible.						
3.2	<p>Counseling and Guidance for Enrollment in College Courses Every student student will enroll in at least one community college course through the Advance Learning program before they are able to graduate from New Tech. The school counselor will guide students through this process from beginning to end. Completing the college application, navigating the online college system, and obtaining a transcript to turn in to the high school registrar.</p>		No Yes	LCFF 25,423.50		\$25,423.50	Approx \$12,700
3.3	<p>Highly Qualified and fully credentialed teachers provide content in A-G Courses Students will complete all course work with a grade of C or higher in order to meet the A-G completion requirements. The school counselor, faculty, administration, and support staff will assist students in this area through the MTSS system of support. Highly qualified, fully credentialed teachers will provide</p>		Yes	LCFF 290,411		\$290,411.00	Approx \$145.200

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	content and support for students.						

Goal 4

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Rationale

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Expected Annual Measurable Objectives for Goal 4

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report

Goal 5

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Rationale

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Expected Annual Measurable Objectives for Goal 5

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report



Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sacramento City Unified School District	Jessica Martin Principal	jessica-martin@scusd.edu 916-395-5254

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

New Tech High School received \$35,160 additional S&C funds that were not included in the LCAP. We engaged our educational partners through monthly parent meetings, staff meetings, and Student Advisory Counsel meetings to determine the best use for this funding.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

As a result of discussions with our educational partners it was determined that the additional funding would be used to increase our counselor position from a 50% position to an 80% position in order to increase the necessary supports our unduplicated student population needed as a result of learning loss and social emotional needs as a result of school closures and distance learning in the previous 2 years.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

New Tech did not directly receive ESSER funding, however as a dependent charter school, New Tech has benefitted from services provided by the district as a result of the usage of these funds.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

New Tech did not directly receive ESSER funding, however as a dependent charter school, New Tech has benefitted from services provided by the district as a result of the usage of these funds.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

New Tech has used LCAP funds and ELO funds to address learning loss and the safe return to in-person instruction through increasing the 50% math teacher position to 100% so Math I could be offered in conjunction with Math Support. This program is designed to help students remediate while completing Math I requirements.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

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Introduction

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- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

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As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

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In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021



2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
The Met Sacramento High School	Denise Lambert Principal	Denise-lambert@metsacramento.org (916)395-5417

Goal 1

Increase student success in ELA and math by organizing the database that houses Met curriculum. Over the course of the existence of The Met curriculum and documents were created and placed into a database. Due to the large value of documents collected over the 20 years it has become difficult to access these files. To better access the information, the database will be cleaned out and re-organized in different categories to allow easier access to curriculum materials per content area.

Rationale

Analysis of student data from the most recent state assessments (2018-19) show that 62% of students are 'Meeting or Exceeding Standard' in English Language Arts (ELA). For Math, the rate is only 16%. Results from the Dashboard show that on average, students scored 7 points above the 'Standard Met' level in ELA and 87.7 points below the 'Standard Met' level in Math. Significant performance gaps exist for Socially Disadvantaged students. Previously, we used to have a stronger coordinated curriculum and our results were . However, over time this focus was lost due to confusion of materials

The Met high school is now almost 20 years old. During most of that time we have maintained some form of a repository of Met related documents which included exhibition expectations, internship protocols, project formats, Mathematics and ELA lesson/unit plans, admin protocols etc. And as often happens in institutions with coordinated programs that have been around awhile, these documents have gone through many versions and revisions by different teachers at different times to suit

different needs. Now, after all of this time, this repository of documents which is housed on Google Drive is no longer usable efficiently because of all of the versions of these foundational documents and a general lack of organization. While we might know that a document is in the drive, we don't know where it is.

To this end, we will create a new Google Drive repository structure that is more explicit. We will go through all of the documents in the old database and throw out the old versions and when necessary update the latest version to suit our current needs.

And most importantly, since we are a project based school, all of the academic disciplines have developed really great units in their subject areas. Now that there is a clear structure, our goal is to collect the best lessons/units from our ELA and Mathematics curriculum and upload them in professional finished form so that other teachers can use them. During our previous WASC self study the determined that what they wanted was consistent mathematics and ELA units that were done on a yearly basis so that every Met student upon graduations would have done these projects.

Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	<p>ELA State Assessment</p> <p>Average Distance from 'Standard Met' on English Language Arts (ELA) Smarter Balanced Summative Assessment for grade 11</p>	<p>18-19 school year 38% not meeting 'Standard Met'</p>	<p>Unavailable</p>	<p>85% of students meeting 'Standard Met' for ELA</p>
	<p>Math State Assessment</p> <p>Average Distance from 'Standard Met' on Math Smarter Balanced Summative Assessment for grade</p>	<p>18-19 school year 85% not meeting 'Standard Met'</p>	<p>Unavailable</p>	<p>60% of students meeting 'Standard Met' for Math.</p>
	<p>Database clean-up</p> <p>Documents organized by content area in folders</p>	<p>Baseline 0 - tool will be developed for implementation in the upcoming year.</p> <p>Database as of May 2019 was not organized. Difficult to find documents and curriculum materials to easily access information.</p>	<p>20% of the database clean up is completed</p>	<p>Database that contains recognizable folders that are easily accessible by staff.</p>

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Appropriately assigned and credentialed teachers	100% teachers appropriately assigned and credentialed	100% assigned appropriately assigned and credentialed	100% teachers appropriately assigned and credentialed
	Facilities maintained in good repair.	In 2019-20 the met site was rates as exemplary	Ongoing	Facility will be maintained as exemplary
	Implementation of state standards for all students.	In 2020-21, State standards were fully implemented as verified by data collection obtained through routine classroom walk-throughs	In progress. Classroom walk throughs have not been as frequent due to COVID. Administration has been contact tracing for COVID.	Standards will be fully implemented as verified by data collection obtained through routine classroom walk throughs.

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	Weekly collaboration time for certificated staff Provide weekly one hour of time per week for teachers to collaborate with peer approaches to improving student achievement. Activities during collaborative time include review of student data, assessment of student work, and planning of instruction to meet student needs.		No				N/A
1.2	Curriculum Development .36 additional staffing to develop and align math and ELA curriculum to be used across all subject areas and to organize in the Met database.		Yes	LCFF 42,245		\$42,245.00	\$42,245
1.3	Technology Provide technology (devices) to support the		No Yes		LCFF 34,621.00	\$34,621.00	\$0

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	delivery of digital California Common Core State Standards aligned to instructional materials and curriculum						

Goal 2

To re-establish the importance and emphasis of exhibitions/gateways and place greater emphasis on increasing the rigor of exhibitions/gateways. Standards and rubrics will be developed to greater align exhibitions/gateways across the campus and across grade levels in order to create a much more rigorous four year exhibition skills plan.

Rationale

At the Met, students develop a strong foundation of academic and real-world skills through highly effective instruction and authentic internship experiences. Exhibitions/Gateways are the vehicle for students to demonstrate the rigorous learning that they have done at their internships and in class and serve as an invaluable tool that allows students to see what they have learned and where they still need to grow. The exhibitions used to be the foundation of the Met program but as we moved to more conventional classes, they were no longer as pivotal to the program. The staff decided that they wanted to return to a more progressively rigorous four year exhibition program. This goal also aligns with our WASC goals.

Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Create a four-year set of guidelines and rubrics by grade level for project work	0 - Baseline. A tool will be developed in the coming year. General rubric exists for all grade levels to follow	Rubrics have been completed for grades 9 & 10.	Completed guidelines and rubrics for each grade level
	Divide the project skills between advisory and English workshops.	0 - Baseline. A tool will be developed in the coming year. Draft for new project guidelines for 9th grade only	In progress	Clear expectations by month for advisory and English workshops for all grade levels
	Create exhibition expectations based on project work expectations	0 - Baseline. A tool will be developed in the coming year. Draft for 9th grade exhibition expectations for 9th grade only	9th & 10th grade are completed	Exhibition expectations created for all grade levels

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	Students will have internships	Due to COVID-19 students were unable to attend internships.	85% of students have internships as of Feb 2022	95% of students will have internships

Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	Improve and realign project work for advisory Additional staffing to work to align project skills between advisory grade levels, develop rubrics for grade level exhibitions/gateways.		Yes	LCFF 140,927		\$140,927.00	140,927

Goal 3

Students and families are engaged and empowered to partner with The Met to achieve academic success.

Rationale

This goal builds upon the school's previous goal focused on stakeholder engagement.

Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	% of parents involved in school activities (Exhibitions and academic planning meetings)	75% parent attendance exhibition rate	Currently exhibitions are being held without family members present due to COVID restrictions. We hope to have families be present for exhibitions in the Spring.	We would like to see out Family participation rate grow to 90%
	Increase parental participation from parents of EL students at	40% participation from parents of EL students	35% of families attended our virtual back to school night. We	60% participation from parents of EL students

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	school events (Back-to School-Night)		have not had any other events virtually at this time.	
	Suspension rate	2.3 % CA Dashboard 2019 data	0% (2020-21 Rate)	<1 %
	Expulsion rate	0%	0% (2020 - 21 Rate)	0%
	Parent involvement in decision making) School Site Council and School advisory Board	We have the adequate numbers for School Site Council (SCC) and School Advisory Board (SAB).	The numbers of board members has not increased since Jan 2022	We would like to see the number of parents attending SCC and SAB meetings grow to more than the required numbers for each.
	Graduation Rate	2019-20 94% 2018-19 92%	93.5% (2020-21 Rate)	95%
	Student School Climate Survey	2019-20 75% positive, 25% negative 2019-18 50% positive, 50% negative	Not available	90% positive

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.1	Attendance Parent notification on student absences through phone and email messaging. Intervention conferences with students who are not achieving expected attendance & achievement levels. Written notification to parents for students with excessive absences.		Yes				n/a
3.2	School Advisory Board (SAB) Increase parent involvement at SAB		Yes				n/a

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	meeting to increase decision making with stakeholders						
3.3	Parent Teacher Home Visits Continue to build the Parent Teacher Home Visit program. This program helps to facilitate home visit experiences that engage, families, educators, and students as a team. Protocols help educators and families to build trust, communication, and common goals.		Yes				n/a
3.4	Schoology Training Host sessions to train parents (English and Spanish) on how to use Schoology		Yes				n/a
3.5	Recruitment Increase recruitment and informational activities to improve recruitment numbers		Yes				n/a
3.6	School events Continue to host school sponsored and student sponsored events.						n/a

Goal 4

Prepare students to be College and Career Ready.

Rationale

The 2019 College and Career indicator is currently orange with 24.2 % of the 2019 cohort unprepared for college and career. This indicator uses the following criteria: 1. Career Technical Education Pathway completion (not offered by the Met) 2. Grade 11 Smarter Balanced Summative Assessments in ELA and math 3. Advanced Placement exams (not offered at the Met) 4. International Baccalaureate Exams(not offered at the Met) 5. College credit college courses 6. A-G completion 7. State Seal of Biliteracy 8. Military Science /Leadership (not offered at the Met). In order to achieve the highest status, lose attention

Expected Annual Measurable Objectives for Goal 4

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
	CA Dashboard College and Career Readiness	18-19 school year 24.2 % of students are prepared for College and Career	Unavailable	70% of students on track for college and career readiness
	Enroll 10th grade students HCD 116 & 330	20-21 school year 6% of 10th graders enrolled in HCD 116 or 330	44 10th graders completed HCD 116 28 10th graders completed HCD 330	95% of 10th graders will complete HCD 116 & 330.

Actions and Services

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
4.1	College and Career Readiness Increase graduation rate and college acceptance		Yes	LCFF 47,063		\$47,063.00	47,063
4.2	Counseling Students are encouraged to begin preparation for their post secondary lives. Our counselor meets with all students to review colleges, fill out FAFSA and she holds workshops to help students in preparing		Yes		Federal 44,054.00	\$44,054.00	44054

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	for college or technical school after graduation						
4.3	Sacramento City College Sacramento City counselor will work with Met students to develop Educational Plans, and ensure students are on track to meet A-G requirements.		Yes				N/A



Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
The Met Sacramento High School	Denise Lambert Principal	Denise-lambert@metsacramento.org 916-395-5417

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

The additional LCFF Supplemental and Concentration Grants funds that are detailed in the prompt were not included in the 2021-22 LCAP. These funds total \$193,231 and their use during the 2021-22 has been detailed below. The additional funding and the use of funds was communicated to our School Advisory Board in September of 2021. We will continue to engage the school community and School Advisory Board upon the use of these funds as part of the ongoing LCAP engagement process.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

The school will offer after school tutoring in a small group setting two days a week to those students who disengaged during the COVID-19 year and are not on track to graduate. The school will hire a mental health specialist in order to support the mental health needs of our students. Finally, we will hire a one-year Resource teacher who will support additional academic services to ameliorate graduation. They will oversee the credit recovery program, and re-invigorate our home visit program to increase engagement from student and families, monitor students that are not on track for graduation and work with students to increase college eligibility. The school will also provide summer school for students that are off-track for graduation(summer will be funded by SCUSD).

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

SCUSD received one-time funds through the federal government to help school sites respond to the COVID-19 pandemic and the effects of distance learning on our students. These funds were not directly received by The Met, however the services and supports are accessible to The Met HS as a dependent charter in the SCUSD. For use of the funds please refer to the SCUSD Supplemental to the Annual Update to the 2021-22 Local Control and Accountability Plan.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

SCUSD received one-time funds through the federal government to help school sites respond to the COVID-19 pandemic and the effects of distance learning on our students. These funds were not directly received by The Met, however the services and supports are accessible to The Met HS as a dependent charter in the SCUSD. For use of the funds please refer to the SCUSD Supplemental to the Annual Update to the 2021-22 Local Control and Accountability Plan.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

The 2021 -22 school year has been a year of many plans, and our school has worked diligently to ensure that all plans are aligned and all funds can be maximized to support student outcomes. As noted throughout this document, our school has received one-time state and federal funding that are geared toward keeping our school safely open while preventing the spread of COVID-19 and accelerating student learning recovery after a year spent in distance learning.

To that end we have worked to align our fiscal resources to our 2021-22 in the following plan in these ways:

Expanded Learning Opportunities Program. The school will offer after school tutoring in a small group setting two days a week to those students who disengaged during the COVID-19 year and are not on track to graduate. The school will hire a mental health specialist in order to support the mental health needs of our students. Finally, we will hire a one-year Resource teacher who will support additional academic services to ameliorate graduation. They will oversee the credit recovery program, and re-invigorate our home visit program to increase engagement from student and families, monitor students that are not on track for graduation and work with students to increase college eligibility. The school will also provide summer school for students that are off-track for graduation(summer will be funded by SCUSD).

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: February 17, 2022

Subject: Culturally Responsive Educational Service Delivery Model: MTSS Update

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Academic Office

Recommendation: None

Background/Rationale: The Academic Office team will share progress and updates regarding our Culturally Responsive Educational Service Delivery Model which is designed to ensure all students learn, grow and reach their greatness through equitable access to Culturally Responsive High-Quality Instruction, Universal Design for Learning, and Anti-Bias/Anti-Racist Practices within a robust MTSS (Multi-Tiered Systems of Support) model. Our MTSS framework has been designed to permeate our system, through district- and site-based leadership teams, as the foundation for all decision-making to ensure high-quality instruction is matched with effective, evidence-based interventions and supports for all students.

Financial Considerations: None

LCAP Goal(s): Goal 6

Documents Attached:

None

Estimated Time of Presentation: 15 minutes

Submitted by: Christine Baeta, Chief Academic Officer & Erin Hanson, Assistant Superintendent, Curriculum & Instruction

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

Meeting Date: February 17, 2022

Subject: Approve Trustee Area Redistricting – Hearing Regarding Proposed Trustee Area Maps and Adoption of Resolution Approving Adjustments to the Boundaries of the District’s Trustee Areas Pursuant to Education Code Section 5019.5.

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Legal Department

Recommendation: Adoption of resolution approving adjustments to District’s trustee areas.

Background/Rationale: The law requires that trustee areas be population balanced using the 2020 Census Data. Legal Counsel and a demographer will assist the District in this redistricting process, including drafting and revising maps for consideration by the public and the Trustees.

The District has held three community meetings regarding redistricting on November 30, 2021 (for Trustee Areas 2, 4, and 7); December 6, 2021 (for Trustee Areas 2 and 3); and December 8, 2021 (for Trustee Areas 1, 5, and 6). This is the sixth Board meeting, wherein the Board will adopt a resolution approving adjustments to the boundaries of the District’s trustee areas. The District has shared information regarding this matter with the public through various mediums, including robocalls, e-connections, the District website, and social posts.

Financial Considerations: Costs associated with hiring professional demographers, SchoolWorks, Inc., for analysis.

LCAP Goal(s): Board governance.

Documents Attached:

1. Executive Summary
2. Resolution No. 3249

Estimated Time of Presentation: 15 minutes
Submitted by: Alexa Rincon, Legal Analyst I
Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Legal Department

Trustee Area Redistricting – Hearing Regarding Proposed Trustee Area Maps and Adoption of Resolution Approving Adjustments to the Boundaries of the District’s Trustee Areas Pursuant to Education Code Section 5019.5.

February 17, 2022



I. Overview/History of Department or Program

Sacramento City Unified School District (SCUSD) completed the process to transition from at-large to by-trustee area elections following voter approval in November 2006. SCUSD has seven (7) trustee areas. Each of the trustees is required to reside within a defined trustee area and each trustee is elected only by voters in that trustee area. This type of voting is referred to as by-trustee area or by-district voting.

Every ten years, after the U.S. Census data is released, school districts are required to evaluate whether their current trustee areas have approximately equal populations using the new census data. The variation in total population among trustee areas cannot exceed 10%. If the total peak variation is less than 10%, no changes are needed. If the total peak variation exceeds 10%, trustee area boundaries need to be adjusted. This process is referred to as *redistricting*. Trustee areas must be made as equal in population as possible and practicable to provide equal access to political representation consistent with the one person, one vote constitutional principle.

The redistricting process is governed by the U.S. Constitution, federal law, and California law. Please note that redistricting applies to voting areas only and does not impact school attendance boundaries.

SCUSD hired professional demographers, SchoolWorks, Inc., to draft and revise maps for consideration by the public and the Trustees. Proposed “revised maps” will ensure appropriate population balance and will incorporate feedback received by the Trustees and the community. Members of the public will be able to provide input about boundaries, as well as possible revisions of maps, assuming new maps will be required.

The districting process will be transparent, and everyone will have the opportunity to provide their input on the proposed revised maps. The Board of Trustees will adopt a resolution establishing election district boundaries by February 28, 2022, the deadline established by law. After adoption of a new map, it will be sent to the County Superintendent of Schools and the County Registrar of Voters. The County Registrars of Voters will then adjust precinct boundaries before the filing deadline for the November 2022 trustee election. The new map will be used for the first time for the November 2022 election, when three SCUSD trustees will stand for election.

The proposed timeline, below, includes multiple Board meetings and dedicated time for community input to meet statutory deadlines for map adjustments following the delayed release of 2020 Census Data. These deadlines and the procedures outlined below are subject to change.

Board of Education Executive Summary



Legal Department

Trustee Area Redistricting – Hearing Regarding Proposed Trustee Area Maps and Adoption of Resolution Approving Adjustments to the Boundaries of the District’s Trustee Areas Pursuant to Education Code Section 5019.5.

February 17, 2022

Trustees, Trustee areas, and terms of office:

- Area 1: Lisa Murawski (2022)
- Area 2: Leticia Garcia (2022)
- Area 3: Christina Pritchett (2024)
- Area 4: Jamee Villa (2024)
- Area 5: Chinua Rhodes (2024)
- Area 6: Darrel Woo (2022)
- Area 7: Lavinia Phillips (2024)

Proposed Timeline*

- **October 21, 2021:** Board Meeting No. 1. Announce Redistricting Issue to Board/Community, along with a proposed timeline for completion of the process.
- **November 4, 2021:** Board meeting No. 2. Full demographic presentation, including 3 map options.
- **November 5-11, 2021:** Community meetings (in-person and virtual).
- **November 18, 2021:** Board meeting No. 3. Staff presents a summary of community input. Demographer presentation.
- **November 30, 2021:** Community meeting. Demographer presentation.
- **December 6 and 8, 2021:** Community meeting. Demographer presentation.
- **December 16, 2021:** Board meeting No. 4. Review summary of community input.
- January 13, 2022: Board meeting No. 5. Demographer presentation.
- **February 3, 2022:** Board meeting No. 5. Demographer presentation.
- **February 17, 2022: Board meeting No. 6. Adoption of map. Upon adoption of map, send notice to the County Superintendent and the County Registrar of Voters with the adopted resolution and map.**
- **February 28, 2022:** Deadline for adoption of a new map. (Education Code section 5019.5)
- **July 6, 2022:** Deadline for the Registrar to implement the new maps.
- **November 8, 2022.** Initial election of trustees using the new map approved by the board. (3 trustees up for election).
- **November 5, 2024.** Second election of trustees using the new map approved by the board. (4 trustees up for election).

* These deadlines and the procedures outlined above are subject to change.

III. Budget:

Costs associated with hiring professional demographers, SchoolWorks, Inc., for analysis.

Board of Education Executive Summary

Legal Department

Trustee Area Redistricting – Hearing Regarding Proposed Trustee Area Maps and Adoption of Resolution Approving Adjustments to the Boundaries of the District’s Trustee Areas Pursuant to Education Code Section 5019.5.

February 17, 2022



IV. Goals, Objectives and Measures:

Pursuant to District Board Bylaw 9005 (Governance Standards), the Board “believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents, guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board Members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.” As such, the goal is for the District to evaluate whether its current trustee areas have approximately equal populations using the new census data and determine whether the redistricting process is required by the U.S. Constitution, federal law, and California law. If the redistricting process is necessary, everyone will have the opportunity to provide their input on the proposed revised maps.

V. Major Initiatives:

This redistricting process is necessary because the law requires that trustee areas be population balanced using the 2020 Census Data.

VI. Results:

The new trustee areas will be in effect for November 2022 elections. The deadline for adoption of revised districting maps (February 28, 2022) allows time for county Registrars of Voters to adjust precinct boundaries before the filing deadline for the November election.

VII. Lessons Learned/Next Steps:

SCUSD hired professional demographers, SchoolWorks, Inc., to draft and revise maps for consideration by the public and the Trustees. Proposed “revised maps” will ensure appropriate population balance and will incorporate feedback received by the Trustees and the community. Members of the public will be able to provide input about boundaries, as well as possible revisions of maps, assuming new maps will be required. Indeed, the District has held three community meetings regarding redistricting on November 30, 2021 (for Trustee Areas 2, 4, and 7); December 6, 2021 (for Trustee Areas 2 and 3); and December 8, 2021 (for Trustee Areas 1, 5, and 6). This is the sixth Board meeting. The Board will adopt a resolution approving adjustments to the boundaries of the District’s trustee areas. The District has shared information regarding this matter through various mediums, including robocalls, e-connections, the District website, and social posts.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 3249 APPROVING ADJUSTMENTS TO THE BOUNDARIES OF
THE DISTRICT'S TRUSTEE AREAS PURSUANT TO EDUCATION CODE
SECTION 5019.5**

WHEREAS, the Board of Trustees (“Board”) of the Sacramento City Unified School District (“District”) transitioned from an at-large to a by-trustee area election system in 2006;

WHEREAS, a “by-trustee area” election system is one in which each trustee resides within one of seven (7) trustee areas and each trustee is elected only by the registered voters of the trustee area they represent;

WHEREAS, following each decennial federal census, school districts that utilize by-trustee area elections must adjust trustee area boundaries as necessary to meet the population criteria set forth in Education Code section 5019.5, subdivision (a);

WHEREAS, Education Code section 5019.5, subdivision (b), provides that the boundaries of the trustee areas shall be adjusted by the Board, in accordance with subdivision (a), before the first day of March of the year following the year in which the results of each decennial census are released;

WHEREAS, SchoolWorks, Inc., (“Demographer”), a demographic consulting firm experienced in districting issues and requirements, was retained to assist the District to prepare trustee area redistricting plans for the Board’s and public’s consideration;

WHEREAS, the Board has conferred with and received guidance and advice from Demographer regarding the current demographic population in the territory of the Board’s jurisdiction, based on the official 2020 Census results, and concerning the procedures and policy criteria governing redistricting;

WHEREAS, on October 21, 2021, initial information about the redistricting process was presented to the Board and the community was made aware of the District’s need for a map update and the proposed timeline for its accomplishment, and the Board agreed that the District’s trustee areas will be adjusted;

WHEREAS, the District created a dedicated webpage to ensure transparency and posted relevant information on the District’s website, including background information about the redistricting process, frequently asked questions, each of the Demographer’s presentations, the map options, a summary of input from the community forums, and other information about the redistricting process and periodically updated the website;

WHEREAS, the availability of these maps and the District’s public hearings to receive input on the maps was shared in Districtwide communications, board agenda postings, social media platforms and the District’s website and map options were made available to the public in advance of public hearings to review the maps. The District’s website utilizes translation services

so documents were accessible in multiple languages, and interpreters were available for virtual meetings to enhance community involvement and participation;

WHEREAS, on November 4, 2021, the Board conducted a duly noticed public meeting to study the present trustee areas and the population changes in the District's trustee areas as set forth in the United States Census of 2020 and the Demographer presented the Board with three (3) map adjustment options, labeled Maps A, B and C;

WHEREAS, the District notified the public of community redistricting forums through multiple mediums, including postings on Facebook, at least four separate emails sent directly to District families, and through the District's website;

WHEREAS, at a duly noticed public meeting on November 18, 2021, the Board studied the map options, received additional community input, and elected to provide additional public forums for community input;

WHEREAS, the District conducted a virtual community forum on November 30, 2021 in trustee areas 2, 4 and 7 to gather input from the public on the proposed maps and all other relevant redistricting criteria.

WHEREAS, the District conducted a virtual community forum on December 6, 2021 in trustee areas 2 and 3 to gather input from the public on the proposed maps and all other relevant redistricting criteria.

WHEREAS, the District conducted a virtual community forum on December 8, 2021 in trustee areas 1, 5 and 6 to gather input from the public on the proposed maps and all other relevant redistricting criteria.

WHEREAS, the input from the community meetings was summarized and presented to the Board at a duly noticed public meeting on December 16, 2021. In addition, the Board studied the map options on December 16, 2021, and the location of trustee areas with respect to school attendance boundaries and requested the District administration to seek additional input from the community. At the December 16, 2021, board meeting, the Board also requested the Demographer to develop additional map options;

WHEREAS, on January 13, 2022, the Board conducted a public hearing to review Maps A, B and C, as well two (2) additional maps created by the demographer in response to the Board's request. The new maps were labeled Maps D and E.

WHEREAS, on February 3, 2022, the Board conducted a public hearing to review all five (5) of the proposed maps;

WHEREAS, on February 17, 2022, the Board conducted its final public hearing to review all five (5) of the proposed maps and provided the public with an additional opportunity for input;

WHEREAS, the Board has considered all testimony, input and comments received from the public on the proposed redistricting plans and criteria;

WHEREAS, the population in the proposed trustee areas of each draft trustee area redistricting plan is reasonably equal, in compliance with legal requirements; and

WHEREAS, each draft trustee area redistricting plan provides for a single-member, by trustee area electoral system, that complies with the California Voting Rights Act (Elec. Code, § 14025 *et seq.*) and Section 2 of the Federal Voting Rights Act (42 U.S.C. § 1973).

NOW THEREFORE BE IT RESOLVED, the Board of Trustees of the Sacramento City Unified School District hereby resolves as follows:

1. The above recitals are correct and true.
2. The Board hereby adopts as its redistricting Plan, Map ___ (please select one option from Maps A-E), attached hereto as Appendix A and incorporated herein by reference, as its trustee area redistricting plan pursuant to Education Code section 5019.5 and other relevant provisions of law.
3. The approved Plan is based on the 2020 decennial Census and complies with relevant law.
4. The District Superintendent or his designee, in conjunction with the Demographer, is hereby authorized and directed to send a copy of this Resolution to the Sacramento County Superintendent of Schools, and to work with the Sacramento County Elections Office and Registrar of Voters to conduct any additional acts necessary to complete the redistricting process in a timely fashion to permit implementation of these trustee areas in connection with the election to be held on November 8, 2022, including, without limitation, minor adjustments to the adopted map as may be necessary for its implementation.

PASSED AND ADOPTED by the Board of Trustees of the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, at a regular meeting of the Board of Trustees held on February 17, 2022, by the following vote:

Ayes: _____
Noes: _____
Absent: _____
Abstain: _____

ATTESTED TO:

Christina Pritchett
President of the Board of Education

Jorge A. Aguilar
Superintendent

Appendix A



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

Meeting Date: February 17, 2022

Subject: Public Hearing: AB 1200 Disclosure and Approval of SEIU Local 1021
COVID-19 Employee Leave and Hazard Pay MOU 2021-2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Legal Services; Business Services

Recommendation: Approve MOU between SCUSD and SEIU regarding COVID-19 Employee Leave and Hazard Pay Fiscal Year 2021-22

Background/Rationale: The MOU was fully executed on February 4, 2022. It is non-precedent setting. Among other provisions, the MOU provides:

- SEIU employees who are fully vaccinated by January 31, 2022 will receive a one-time stipend within 60 days of the parties executing the MOU; and
- From February 1, 2022 through June 30, 2022, SEIU employees who work every Friday and Monday (or Tuesday following a holiday that falls on a Monday) will receive a one-time stipend by June 30, 2022.

Financial Considerations: ESSER one-time funding source to fund one-time costs of \$ 4,294,443 in salaries and benefits.

LCAP Goals: College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence.

Documents Attached:

1. SEIU MOU
2. AB 1200 Disclosure

<p><u>Estimated Time of Presentation:</u> 5 Minutes <u>Submitted by:</u> Rose Ramos, Chief Business & Operations Officer <u>Approved by:</u> Jorge A. Aguilar, Superintendent</p>
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Memorandum of Understanding

between

SEIU Local 1021

and the

Sacramento City Unified School District

COVID-19 Employee Leave and Hazard Pay

This Memorandum of Understanding (“MOU”) is entered into between SEIU Local 1021 (“SEIU” or “Union”) and the Sacramento City Unified School District (“District”) (collectively “Parties”) regarding employee leave and hazard pay in light of the COVID-19 pandemic and surge of the omicron variant.

WHEREAS, the Parties are committed to working together to support the safety and wellbeing of students and staff during the COVID-19 pandemic;

WHEREAS, the Parties recognize the invaluable and essential work staff perform daily to keep the District running during the pandemic;

THEREFORE, the Parties agree as follows:

1. COVID-19 Leave for Employees.

For the remainder of the 2021-2022 school year and beginning January 1, 2022, any bargaining unit member who is required to quarantine or isolate for a demonstrated COVID related reason (e.g. COVID exposure and/or illness, caring for a COVID positive family member), shall have ten (10) days of District-provided COVID Supplemental Leave to use during that time period. This leave does not accrue or accumulate and is not available after the end of the current 2021-2022 school year. If the State of California or Federal Government institutes COVID-related leave legislation, that leave will supersede and replace the ten (10) days offered by the District to employees (and will not be subject to the date limitations within this MOU). If the State or Federal Government institutes a form of COVID leave that applies to any period between January 1, 2022 and the end of the school year, the days of District-provided COVID Supplemental Leave District issued COVID leave

that an employee has been provided or has used will be deducted from the amount allotted by the federal government or the state. For example, if the state issues ten days of COVID leave and an employee has used two days of District-provided COVID Supplemental Leave District-issued COVID leave, the two days used by the employee will be deducted from the ten state allocated days and the employee will have a total of eight days of COVID related leave available. If the State or Federal government institutes COVID-related leave during this same period and it is for less than ten (10) days, employees shall still have at least 10 days of COVID-related leave.

Nothing in this MOU shall supersede or conflict with Article 12 (“Leaves”), Section 12.13 (“Quarantine”) in the parties’ Collective Bargaining Agreement which states:

Any employee absent from work due to quarantine enforced by public health authorities, but who is not personally sick, gets leave with full pay and the absence shall not be charged against accumulated or current sick leave credit. However, if the employee is sick and is under medical quarantine, the days of absence shall be counted against accumulated and current sick leave earnings. If the employee's illness develops after quarantine restrictions have been established, illness absence shall be charged against accumulated or current sick leave credit. A statement from a qualified physician or the public health authorities relative to the quarantine restrictions shall be required.

2. Hazard Pay

The District shall provide a one-time stipend to all bargaining unit employees who are fully vaccinated by January 31, 2022 in the amount of \$1,250 and will receive the stipend within 60 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union’s execution of this agreement.

The District shall provide a one-time stipend to all bargaining unit employees who are fully vaccinated by February 28, 2022 in the amount of \$500 and will receive the stipend within 90 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union’s execution of this agreement.

For purposes of this MOU, “fully vaccinated” means individuals who have received two doses of Moderna or Pfizer or a single dose of J&J.

3. Friday and Monday Work (or Tuesday Following a Holiday that Falls on a Monday)

The District shall provide a one-time stipend to all fully-vaccinated bargaining unit employees by February 28, 2022 who work every Friday and Monday (or Tuesday following a holiday that falls on a Monday) beginning February 1, 2022 through June 30, 2022 in the amount of \$1,214 and will receive the stipend by June 30, 2022.

The District shall provide a one-time stipend to all fully-vaccinated bargaining unit employees by February 28, 2022 who work between 50% and 99% of all Fridays and Mondays (or Tuesdays following holidays that fall on a Monday) beginning February 1, 2022 through June 30, 2022 (or through the last date the District assigns the employees work this school year) in the amount of \$250 and will receive the stipend by June 30, 2022.

For purposes of this MOU, times spent on documented approved leaves and sick leaves will be considered time worked for purposes of the payment of the above one-time stipend.

The stipends referenced in Sections 2-4 above will be subject to all applicable State and Federal statutory taxes, unemployment insurance, worker's compensation and STRS or PERS.

All components of all existing agreements, including side letters, between SEIU and the District not addressed by the terms of this MOU shall remain in full effect.

This MOU applies to the 2021-2022 school session only and is not intended to establish a precedent or past practice. If the State of California or Federal Government institutes COVID-related leave legislation, this MOU may be extended to the date provided by the State of California or Federal Government and no later upon a mutual agreement by the parties.

SEIU LOCAL 1021
DISTRICT

Date

SACRAMENTO CITY UNIFIED SCHOOL

Karla Faucett

2/3/22

Dan Schallock

2/3/22

Tiffany Crain

2/3/22

Debra Durazo

2/3/22

Vinny Martinez

2/3/22



2/4/21

Mo Kashmiri	2/3/22
Marty Ortiz	2/3/22
Nancy Ortiz	2/3/22
James Riffel	2/3/22
Roena Dumlao	2/3/22
Carol Henderson-Vincent	2/3/22
Omila Munthree	2/3/22
Christina Facio	2/3/22
David Wong	2/3/22

SACRAMENTO COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: **Sacramento City Unified School District**

Name of Bargaining Unit: **Service Employees International Union (SEIU)**

Certificated, Classified, Other: **Classified**

The proposed agreement covers the period beginning: **January 1, 2022** and ending: **June 16, 2022**

(date) (date)

The Governing Board will act upon the agreement on: **February 17, 2022**

(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual	Fiscal Impact of Proposed Agreement		
			Year 1	Year 2	Year 3
		Cost Prior to	Increase (Decrease)	Increase (Decrease)	Increase (Decrease)
		Proposed Agreement			
		FY 21-22	FY 21-22	FY 22-23	FY23-24
1	Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6)	\$48,177,443.02			
			0.00%	0.00%	0.00%
2	Other Compensation - Stipends		\$3,239,622.00		
			#DIV/0!	0.00%	0.00%
	Description of other compensation				
3	Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc.	\$15,009,330.64	\$1,054,821.00		
			7.03%	0.00%	0.00%
4	Health/Welfare Plans	\$23,927,555.56			
5	Total Compensation - Add Items 1 through 4 to equal 5	\$87,114,329.22	\$4,294,443.00	\$0.00	\$0.00
			4.93%	0.00%	0.00%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1	\$0.00			
7	Total Number of Represented Employees (Use FTEs if appropriate)	1014.09	1014.09		
8	Total Compensation <u>Average</u> Cost per Employee	\$85,904.13	\$4,234.78	0.00	0.00
			4.93%	0.00%	0.00%

9 . **What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?**

There is not a salary schedule increase related to the COVID Employee Leave and Hazard Pay MOU. However, SEIU members will receive a \$1,250 for being fully vaccinated as of January 31, 2022 or \$500 if fully vaccinated by February 28, 2022. In addition, to recognize the essential work staff perform, mitigate staffing shortages, and keep the District running during the pandemic, SEIU members who work 100% of Fridays and Mondays, excluding approved leaves, shall receive a \$1,214 stipend. SEIU members who work between 50% and 99% shall receive a \$250 stipend.

10 . **Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)**

N/A

11 . **Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)**

The District is projecting approximately 1323 SEIU members receive stipends.

12 . **Does this bargaining unit have a negotiated cap for Health & Welfare** Yes | No

If yes, please describe the cap amount.

The District pays 100% of employee only, employee + 1 and the Family rate for medical plans.

B. **Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)**

NA

C. **What are the specific impacts (positive or negative) on instructional and support programs accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)**

The intent of the MOU is to address the challenges brought on by the COVID-19 pandemic and Omicron variant surge and its impact on staff and students. SCUSD and SEIU recognize the invaluable and essential work staff perform daily to keep the District running and are committed to working together to support the safety and wellbeing of students and staff during the COVID-19 pandemic.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

If the state passes legislation regarding COVID-19 leave spanning from January 1, 2022 through the end date of the agreement, the state legislation shall supercede the leave provision within the MOU.

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No, as the compensation is one time stipends.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

The District will be utilizing restricted federal and state COVID relief funds to cover the projected costs related to this MOU.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

This is a MOU that will expire on the last day of school, June 16, 2022.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Unrestricted General Fund
SEIU**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 12/17/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$435,769,916			\$435,769,916
Remaining Revenues (8100-8799)	\$13,400,758			\$13,400,758
TOTAL REVENUES	\$449,170,674	\$0	\$0	\$449,170,674
EXPENDITURES				
Certificated Salaries (1000-1999)	\$163,420,530			\$163,420,530
Classified Salaries (2000-2999)	\$36,296,431			\$36,296,431
Employee Benefits (3000-3999)	\$115,727,433			\$115,727,433
Books and Supplies (4000-4999)	\$13,231,916			\$13,231,916
Services, Other Operating Expenses (5000-5999)	\$23,816,686			\$23,816,686
Capital Outlay (6000-6999)	\$112,667			\$112,667
Other Outgo (7100-7299) (7400-7499)	\$1,150,000			\$1,150,000
Direct Support/Indirect Cost (7300-7399)	-\$10,419,377			-\$10,419,377
Other Adjustments	\$0			\$0
TOTAL EXPENDITURES	\$343,336,286	\$0	\$0	\$343,336,286
OPERATING SURPLUS (DEFICIT)	\$105,834,388	\$0	\$0	\$105,834,388
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$2,050,301			\$2,050,301
TRANSFERS OUT & OTHER USES (7610-7699)	\$0			\$0
CONTRIBUTIONS (8980-8999)	-\$94,944,460			-\$94,944,460
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$12,940,229	\$0	\$0	\$12,940,229
BEGINNING BALANCE	\$103,708,114			\$103,708,114
Prior-Year Adjustments/Restatements (9793/9795)				\$0
CURRENT-YEAR ENDING BALANCE	\$116,648,343	\$0	\$0	\$116,648,343
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$392,082			\$392,082
Reserved for Economic Uncertainties (9770)	\$14,273,929			\$14,273,929
Designated Amounts (9775-9780)				\$0
Unappropriated Amounts (9790)	\$101,982,332	\$0	\$0	\$101,982,332

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Restricted General Fund
SEIU**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 12/17/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$2,240,374			\$2,240,374
Remaining Revenues (8100-8799)	\$259,934,259			\$259,934,259
TOTAL REVENUES	\$262,174,633	\$0	\$0	\$262,174,633
EXPENDITURES				
Certificated Salaries (1000-1999)	\$67,642,899	\$3,239,622		\$70,882,521
Classified Salaries (2000-2999)	\$29,876,839			\$29,876,839
Employee Benefits (3000-3999)	\$77,458,268	\$1,054,821		\$78,513,089
Books and Supplies (4000-4999)	\$64,798,518	-\$2,147,222		\$62,651,297
Services, Other Operating Expenses (5000-5999)	\$110,073,124	-\$2,147,222		\$107,925,903
Capital Outlay (6000-6999)	\$13,260,428			\$13,260,428
Other Outgo (7100-7299) (7400-7499)	\$0			\$0
Direct Support/Indirect Cost (7300-7399)	\$9,300,387			\$9,300,387
Other Adjustments				\$0
TOTAL EXPENDITURES	\$372,410,463	\$0	\$0	\$372,410,463
OPERATING SURPLUS (DEFICIT)	-\$110,235,830	\$0	\$0	-\$110,235,830
TRANSFERS IN & OTHER SOURCES (8910-8979)				\$0
TRANSFERS OUT & OTHER USES (7610-7699)				\$0
CONTRIBUTIONS (8980-8999)	\$94,944,460			\$94,944,460
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	-\$15,291,370	\$0	\$0	-\$15,291,370
BEGINNING BALANCE	\$22,198,603			\$22,198,603
Prior-Year Adjustments/Restatements (9793/9795)				\$0
CURRENT-YEAR ENDING BALANCE	\$6,907,233	\$0	\$0	\$6,907,233
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)				\$0
Reserved for Economic Uncertainties (9770)				\$0
Designated Amounts (9775-9780)				\$0
Unappropriated Amounts (9790)	\$6,907,233	\$0	\$0	\$6,907,233

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit: **Combined General Fund**
SEIU

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 12/17/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$438,010,290	\$0	\$0	\$438,010,290
Remaining Revenues (8100-8799)	\$273,335,017	\$0	\$0	\$273,335,017
TOTAL REVENUES	\$711,345,307	\$0	\$0	\$711,345,307
EXPENDITURES				
Certificated Salaries (1000-1999)	\$231,063,429	\$3,239,622	\$0	\$234,303,051
Classified Salaries (2000-2999)	\$66,173,270	\$0	\$0	\$66,173,270
Employee Benefits (3000-3999)	\$193,185,701	\$1,054,821	\$0	\$194,240,522
Books and Supplies (4000-4999)	\$78,030,434	-\$2,147,222	\$0	\$75,883,213
Services, Other Operating Expenses (5000-5999)	\$133,889,810	-\$2,147,222	\$0	\$131,742,589
Capital Outlay (6000-6999)	\$13,373,095	\$0	\$0	\$13,373,095
Other Outgo (7100-7299) (7400-7499)	\$1,150,000	\$0	\$0	\$1,150,000
Direct Support/Indirect Cost (7300-7399)	-\$1,118,990	\$0	\$0	-\$1,118,990
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$715,746,749	\$0	\$0	\$715,746,749
OPERATING SURPLUS (DEFICIT)	-\$4,401,442	\$0	\$0	-\$4,401,442
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$2,050,301	\$0	\$0	\$2,050,301
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	-\$2,351,141	\$0	\$0	-\$2,351,141
BEGINNING BALANCE	\$125,906,717			\$125,906,717
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$123,555,576	\$0	\$0	\$123,555,576
COMPONENTS OF ENDING BALANCE:	\$0			
Reserved Amounts (9711-9740)	\$392,082	\$0	\$0	\$392,082
Reserved for Economic Uncertainties (9770)	\$14,273,929	\$0	\$0	\$14,273,929
Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts - Unrestricted (9790)	\$101,982,332	\$0	\$0	\$101,982,332
Unappropriated Amounts - Restricted (9790)	\$6,907,233	\$0	\$0	\$6,907,233
Reserve for Economic Uncertainties Percentage	2.0%			2.0%

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Unit:	Combined General Fund SEIU		
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$438,010,290	\$423,438,480	\$432,597,684
Remaining Revenues (8100-8799)	\$273,335,017	\$173,636,534	\$174,307,618
TOTAL REVENUES	\$711,345,307	\$597,075,014	\$606,905,302
EXPENDITURES			
Certificated Salaries (1000-1999)	\$234,303,051	\$219,462,164	\$223,228,858
Classified Salaries (2000-2999)	\$66,173,270	\$62,316,400	\$63,995,306
Employee Benefits (3000-3999)	\$194,240,522	\$199,336,554	\$208,293,812
Books and Supplies (4000-4999)	\$75,883,213	\$45,349,259	\$46,796,462
Services, Other Operating Expenses (5000-5999)	\$131,742,589	\$85,950,870	\$87,973,072
Capital Outlay (6000-6999)	\$13,373,095	\$7,830,919	\$7,830,919
Other Outgo (7100-7299) (7400-7499)	\$1,150,000	\$1,150,000	\$1,150,000
Direct Support/Indirect Cost (7300-7399)	-\$1,118,990	-\$516,621	-\$516,621
Other Adjustments	\$0	-\$2,295,389	-\$3,594,956
TOTAL EXPENDITURES	\$715,746,749	\$618,584,156	\$635,156,852
OPERATING SURPLUS (DEFICIT)	-\$4,401,442	-\$21,509,142	-\$28,251,550
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$2,050,301	\$2,050,301	\$2,050,301
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)			
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	-\$2,351,141	-\$19,458,841	-\$26,201,249
BEGINNING BALANCE	\$125,906,717	\$123,555,576	\$104,096,735
CURRENT-YEAR ENDING BALANCE	\$123,555,576	\$104,096,735	\$77,895,486
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$392,082	\$329,082	\$392,082
Reserved for Economic Uncertainties - Unrestricted (9770)	\$14,273,929	\$12,330,677	\$12,662,131
Reserved for Economic Uncertainties - Restricted (9770)	\$0		
Board Designated Amounts (9775-9780)	\$0	\$0	\$0
Unappropriated Amounts - Unrestricted (9790)	\$101,982,332	\$91,436,976	\$64,841,273
Unappropriated Amounts - Restricted (9790)	\$6,907,233	\$0	\$0

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$715,746,749	\$618,584,156	\$635,156,852
b.	State Standard Minimum Reserve Percentage for this District enter percentage:			
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000	\$0	\$0	\$0

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$0	\$0	\$0
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$101,982,332	\$91,436,976	\$64,841,273
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$0	\$0	\$0
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790)			
g.	Total Available Reserves	\$101,982,332	\$91,436,976	\$64,841,273
h.	Reserve for Economic Uncertainties Percentage	14.2%	14.8%	10.2%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 21-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 22-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 23-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below: N/A

6. Please include any additional comments and explanation of Page 4 if necessary: NA

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under the Memorandum of Understanding between the Service Employees International Union, during the term of the agreement from January 1, 2022 to June 16, 2022.

The budget revisions necessary to meet the costs of the agreement is each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	_____
<u>Expenditures/Other Financing Uses</u>	_____
<u>Ending Balance Increase (Decrease)</u>	_____

N/A _____ (No budget revisions necessary)

District Superintendent
(Signature)

Date

Chief Business Officer
(Signature)

Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement..

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent
(Signature)

Date

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on February 17, 2022, took action to approve the proposed Agreement with the Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: February 17, 2022

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
California Department of Education A22-00057	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$139,420 No Match
7/1/21 – 6/30/22: Early Intervention Grant to be used for Early Education Programs run by Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities and their families.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
See Below	Ratification is requested for 5 agreements for architectural services. The below agreements were previously approved by the Board on January 13, 2022. However, the agreements needed to be updated to add further clarification on scope of work and an update to insurance requirements per legal counsel. The contract amounts have not changed.	
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	<u>HMC Architects</u> John F. Kennedy High School Roof & C-Wing HVAC Replacement Project	\$423,000 Measure Q Funds
	<u>Lionakis</u> Luther Burbank High School Pool Replacement and Locker Room Modernization Project	\$368,000 Measure Q Funds
	Kit Carson International Academy Gym HVAC Replacement Project	\$294,500 COVID Relief Funds
	Sutter Middle School Gym HVAC Replacement Project	\$144,000 COVID Relief Funds
	<u>Rainforth Grau Architects</u> Shade Structures at 7 Sites (Group 1) Project at Alice Birney, John Bidwell, John Sloat, Joseph Bonnheim, Leataata Floyd, Sequoia and Tahoe	\$191,100 COVID Relief Funds
Kitchell/CEM, Inc. SA22-00352	2/17/22 – 8/31/22: Construction management services to complete commissioning of food service equipment at the new Central Kitchen to ensure all equipment is fully functional prior to the 2022/23 school year.	\$169,060 Measure R Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

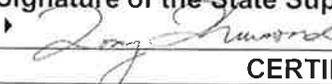
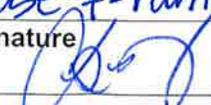
SPECIAL EDUCATION

CompuClaim SA22-00014	7/1/21 – 6/30/22: Ratification is requested for amendment to agreement with CompuClaim for Medi-Cal Billing Option software, which is used for submitting Medi-Cal claims, and consulting services. A \$30,000 increase is required to cover additional consulting services from January – June, 2022, due to a vacancy in the Medi-Cal Billing Specialist position. Consultant will assist District in submitting Medi-Cal claims in order to maximize the amount of Medi-Cal reimbursements the District receives.	Original Amount: \$102,500
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Increase: \$30,000
		New Total: \$132,500 Medi-Cal Billing Option Funds

TECHNOLOGY SERVICES

KS Telecom, Inc. RFP 22-03	7/1/22 – Completion of Services: The District issued RFP 22-03 for E-Rate Year 25 for Cabling Infrastructure at 16 sites: Albert Einstein, Cal, Caroline Wenzel, Cesar Chavez, Edward Kemble, Ethel I. Baker, Father Keith B. Kenny, Fern Bacon, Genevieve Didion, James Marshall, John Still, Martin Luther King Jr., Matsuyama, Rosa Parks, Sam Brannan and Will C. Wood in its efforts to provide data network access to all learning spaces on campuses. The selection advisory committee determined that KS Telecom offered the best value to the District between the two proposals received. 85% of the cost will be paid by the E-Rate program and the District is responsible for the remaining 15%.	\$357,170 E-Rate Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		\$63,030 Measure Q Funds
		Total: \$420,200
AMS.net RFP 22-04	7/1/22 – Completion of Services: The District issued RFP 22-04, Category Two Equipment for E-Rate Year 25 for networking equipment including outdoor wireless access points and related equipment, software, and service at the same 16 sites above which are also receiving cabling infrastructure, in an effort to increase network coverage and bandwidth to all learning spaces on the campuses. The selection advisory committee determined that AMS.net offered the best value to the District between the three proposals received. 85% of the cost will be paid by the E-Rate program and the District is responsible for the remaining 15%.	\$43,646 E-Rate Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		\$7,702 General Fund
		Total: \$51,348

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER					
				FY	PCA	Vendor Number	Suffix		
				21	23761	67439	01		
Attention Jorge Aguilar, Superintendent				STANDARDIZED ACCOUNT CODE STRUCTURE				COUNTY	
Program Office Sacramento City Unified SELPA 3412				Resource Code		Revenue Object Code		34	
Telephone 916-643-9000				3385		8182		INDEX	
Name of Grant Program 2021-22 Part C, Early Education Program								0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date		
	\$139,420		\$139,420			7/1/2021	6/30/2022		
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency			
<p>I am pleased to inform you that you have been funded for the Part C, Early Education Program grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please scan and email a signed copy of the Grant Award Notification (form AO-400) by email to PPL@cde.ca.gov. Please return the original, signed Grant Award Notification to:</p> <p style="text-align: center;">California Department of Education Alexa Slater, Associate Governmental Program Analyst 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>									
California Department of Education Contact Alexa Slater, Special Education Division					Job Title Associate Governmental Program Analyst				
Email Address ASlater@cde.ca.gov						Telephone 916-322-0581			
Signature of the State Superintendent of Public Instruction or Designee 						Date November 15, 2021			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS									
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>									
Printed Name of Authorized Agent Rose Ramos					Title CEO				
Email Address rose-f-ramos@scusd.edu						Telephone 916-643-9055			
Signature 						Date 2/18/22			

Grant Award Notification (Continued)

The following grant conditions apply:

1. General assurances and certifications are required for grants supported by state funds and are hereby incorporated by reference. The California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2021–22 web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2021-22.asp>.
2. Please return, within 10 days, the signed Certification of Acceptance of Grant Requirements section of the AO-400 form, which certifies that grantee accepts and agrees to the conditions of the grant. Upon receipt, an initial payment will be issued to your County Treasurer. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure codes as indicated on this award. All approved project funds must be expended or legally obligated within the designated award period and for no more than the total amount indicated.
3. The grantee shall cover the expenses by local educational agencies to comply with the California Early Intervention Services Act, Title 14 (commencing with Section 95000) of the California Government Code and the Individuals with Disabilities Education Act (IDEA), 20 *United States Code* 1471 to 1485. Expenses must: (1) be documented; (2) be required (according to Part C of IDEA); and (3) increase the costs of the program. In addition, expenses may not be attributable to activities previously required under the California *Education Code* as it read on June 30, 1993.
4. The grantee must submit to the CDE by **November 15, 2021**, a funding application and budget summary. The grantee must submit an Interim Expenditure Report to the CDE no later than **February 11, 2022**, for reporting actual expenditures from July 1, 2021, through January 31, 2022, and projected expenditures from February 1, 2022, through June 30, 2022.
5. The grantee must submit to the CDE a Final Expenditure Report no later than **September 1, 2022**. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant may be reimbursed.
6. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Alexa Slater, Associate Governmental Program Analyst, Special Education Division, by phone at 916-322-0581 or by email at aslater@cde.ca.gov.

cc: Business Fiscal Officer: Final Expenditure Report
Director, Special Education Local Plan Area



Agreement for Architectural Services
between
Sacramento City Unified School District
and
HMC Group

**John F. Kennedy Roof and
C-Wing HVAC Replacement Project**

Dated: January 13, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of January 13, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Group ("Architect") (collectively "Parties"), for the following project ("Project"):

Roof and C-Wing HVAC Replacement on the campus of John F. Kennedy High School located at 6715 Gloria Drive, Sacramento, CA 95831.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s John F. Kennedy Roof and C-Wing HVAC Replacement Project at 6715 Gloria Drive, Sacramento, CA 95831.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
 - 2.4.1. Architect shall provide the design for the Project, without limitation:
 - 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.3. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.4. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.5. Form DSA PR 13-01, Construction Oversight Process.

27.1.5.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.6. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the

extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Brian Meyers
Project Director: _____
Project Architect(s): Michael Rath
Project Architect(s): _____
Other: _____

Major Consultants:

Electrical: Edge Electrical
Mechanical: Capital Engineering
Structural: Degenkolb Engineering
Civil: N/A
Other: N/A

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed Four Hundred Eighteen Thousand Dollars (\$418,000) based on the rates set forth in **Exhibit "D."**
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as

indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of

Service”), which the District shall have the right to utilize in any way permitted by statute:

- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect’s knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect’s full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District’s Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District’s request, deliver a written cure plan that meets the requirements of the District’s request for assurances. Architect’s failure to provide such written assurances of performance and the required written

plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also in good faith as to the scope and extent of further assistance, including a joint defense agreement. During the Mandatory Assistance Phase, each Party shall be responsible for their own

attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute..
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish

the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as

may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect

under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Office
EMAIL: Jessica-sulli@scusd.edu

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Architect:

HMC Architects
2495 Natomas Park Drive
Studio 100
Sacramento, CA 95833
ATTN: Brian Meyers
EMAIL: brian.meyers@hmcarchitects.com

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [RESERVED]

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The

District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31. **Exhibits "A" through "F"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

HMC GROUP

By:  _____
Rose Ramos
Chief Business Officer

By:  _____
Brian Meyers
Principal-in-Charge

Date: 01/28/2022

Date: 1/20/2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: John F. Kennedy Roof and C-Wing HVAC Replacement

Construction Cost Budget: \$8,000,000

1. Reroofing of all buildings, with any exceptions noted below - also refer to report from Tremco (Attachment A).
 - a. A Wing - A1 and A2, recently replaced - no work required.
 - b. Replace all roofing on Wings B, C, D, E, F auxiliary gym, boys and girls locker rooms and cafeteria.
 - c. All canopy walkways to have roofing replaced with some structural repairs likely required for roof areas over wood framing (where dry rot).
 - d. Auditorium has a newer PVC roof - no work required.
 - e. Relocatable Buildings - T Wing and V Wing; District option to replace metal roofing with PVC or cover metal roofing with insulation and PVC.
 - f. All Wings/Building will require new roof hatches, with new safety barriers, as well as Interior Ladders to properly/safely access roof areas.
 - g. All Wings/Buildings will require new exterior cross-over ladders meeting OSHA requirements.
 - h. Remove current equipment on the roof areas that are obsolete
 - i. Replace thru-roof gravity vents with ones that are more rain-proof.
 - j. All gas lines on roof shall be properly supported/restrained and painted yellow.
 - k. All HVAC condensate piping be properly supported. Any (e) pvc pipe to be replaced with galvanized or copper (painted).
2. Campus Façade Improvements.
 - a. All (e) painted surfaces/components □ including metal mansard panels.
 - b. Power-wash and provide anti-graffiti coating on all brick surfaces.
 - c. Power-wash and provide anti-graffiti coating on all CMU surfaces.
 - d. Power-wash and seal any exposed concrete surfaces (i.e., C Wing).
 - e. Remove and reinstall/replace (e) bird-screens (i.e., C Wing, Auditorium)
 - f. Paint existing lockers
3. Addition of HVAC scope to Building C (roof related)
 - a. Replace existing roof mounted HVAC units (serving 2nd and 3rd floors).
 - b. Install new control components along with Co2 sensors to meet SCUSD standard - Johnson Controls

- c. Demo all roof mounted ducting, ducting enclosures, and condensing units.
 - d. Replace all Roof Mounted Exhaust Fans, and Roof Vents.
 - e. Replace roofing, flashing, curb flashing and accessories.
 - f. Connect all new Furnaces and AC-Units units to existing building gas distribution piping.
 - g. Provide Space Conditioning to second and third floor corridors.
4. Addition of HVAC scope to Building C (non-roof related scope)
 - a. Replace existing Air Handlers (first floor).
 - b. Demolish Air Handler at first floor, and pneumatic controls (existing ductwork to remain).
 - c. Install new control components along with Co2 sensors to meet SCUSD standard - Johnson Controls
 - d. Connect all new Furnaces and AC-Units units to existing building gas distribution piping.
 5. Accessibility Improvements to Building C
 - a. Provide all DSA required ADA improvements to Building C

Exclusions:

1. Specialty consultants and engineers not listed above
2. Special studies
3. Tests and inspections
4. Permit/Agency fees

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each

stage of design. Architect shall track for District's benefit all such suggested and disclosed information.

3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - f. Adjacent drainage;
 - g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - j. Surveys, reports, as-built drawings, record drawings; and
 - k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that

information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 50% Stage:

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

c. Structural

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System (“EMS”).

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

(iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

(i) Working drawings;

(ii) Specifications;

(iii) Engineering calculations;

(iv) Construction Cost Budgets;

(v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

D. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

E. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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F. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

G. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
 - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
 - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
 - c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
 - d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.
3. **Meetings During Construction Documents Phase (five (5) meeting(s))**
 - a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct two (2) meeting(s), per package or submittal, with the District to revise the Design Development package and receive comments.
 - b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct two (2) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

4. Meetings During Bidding Phase (two (2) meeting(s))

- a. Attend and take part in one (1) meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct one (1) kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

5. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete)

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

END OF EXHIBIT

EXHIBIT "B"**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal in Charge	\$275
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$215
Project Manager/Project Architect/Technical Manager	\$190
Project Leader/Technical Leader	\$170
Project Coordinator	\$140

Senior Construction Administrator	\$225
Construction Administrator	\$160
Construction Administration Support	\$105
Design Principal	\$275
Senior Project Designer	\$215
Project Designer	\$190
Design Leader	\$170
Designer II	\$125
Designer	\$115
Senior Interior Designer	\$215
Senior Interior Project Designer	\$215
Sustainable Design	\$205
Specifications Writer	\$205
Visualization Arts	\$180
Agency Compliance	\$135
Senior Education Facilities Planner	\$220
Education Facilities Planner	\$180

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
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Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"
SCHEDULE OF SERVICES

Construction Documents	Dec 2021 – Jan 2022
Agency Review	Feb 2022 – Mar 2022
Bidding	Feb 2022 – Apr 2022
Construction Administration	May 2022 – Aug 2022
Close Out	Sep 2022

All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

Phase	Task 1	Task 2	Task 3	Task 4	Task 5	Total
Construction Documents	\$82,500	\$8,700	\$123,300	\$25,025	\$8,250	\$247,775
Bidding	\$6,785	\$725	\$10,275	\$2,275	\$750	\$20,900
DSA				\$2,275	\$750	\$3,025
Construction Administration	\$41,250	\$4,350	\$61,650	\$13,650	\$4,500	\$125,400
Closeout	\$6,875	\$725	\$10,275	\$2,275	\$750	\$20,900
	\$137,500	\$14,500	\$205,500	\$45,500	\$15,000	\$418,000

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%)

payment upon acceptance and approval of the Construction Documents Phase by the District.

b. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

c. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

d. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Twenty-Five Thousand Dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
6. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested,

has been given to the District.

8. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
 10. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



Agreement for Architectural Services
between
Sacramento City Unified School District
and
Lionakis

**Luther Burbank Pool Replacement and
Locker Room Improvement Project**

Dated: January 13, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of January 13, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Pool Replacement and Locker Room Improvements on the campus of Luther Burbank High School, 3500 Florin Road, Sacramento, CA 95823

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget:** The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”):** The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager:** The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor:** One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District:** The Sacramento City Unified School District.
- 1.1.13. **DSA:** The Division of the State Architect.
- 1.1.14. **Extra Services:** District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record:** The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project:** District’s Luther Burbank Pool Replacement and Locker Room Improvement Project Project at 3500 Florin Road, Sacramento, CA 95823.
- 1.1.17. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical observation and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required under California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
 - 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.3. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.4. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.5. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.5.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.6. Form DSA PR 13-02, Project Certification Process.
- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating

to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions.
 - 2.13.8. State and local agency fees.
 - 2.13.9. Testing and inspection.

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect(s): _____

Project Architect(s): _____

Other:	_____
Major Consultants:	
Electrical:	<u>LP and Associates</u>
Mechanical:	<u>Capital Engineering</u>
Structural:	<u>Lionakis</u>
Civil:	<u>TBD</u>
Pool Consultant:	<u>Aquatic Design Group</u>
Cost Estimator:	<u>Cumming</u>
Door Hardware:	<u>Opening Consultants</u>

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this

Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or

- 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000) based on the rates set forth in **Exhibit "D."**
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the

requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions. District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the

District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The

Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting and Other On-Site Requirements

- 11.1. The District has determined that Architect, its Consultants and their employees shall not interact with pupils, except under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply.
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors,

omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.

- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.
- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the project that is necessary for performance of Architect's services.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works” and “maintenance” projects (“Prevailing Wage Laws”). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants’ professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Office
EMAIL: Jessica-sulli@scusd.edu

Architect:

Lionakis
1919 19th Street
Sacramento, CA 95811
ATTN: Laura Knauss
EMAIL: laura.knauss@lionakis.com

With a Copy to:
Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [RESERVED]

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

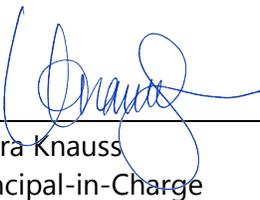
Article 31. Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

LIONAKIS

By: _____
Rose Ramos
Chief Business Officer

By:  _____
Laura Knauss
Principal-in-Charge

Date: _____

Date: 1/31/2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Luther Burbank High School Pool Replacement and Locker Room Improvements

Construction Cost Budget: \$3,000,000 (budget)

- Complete removal and replacement of a 6-lane x 25-yard swimming pool and mechanical / chemical systems.
- Complete removal and replacement of the swimming pool deck and deck drainage system.
- Evaluation of the existing pool equipment area including chemical storage and aquatic equipment storage areas for code compliance, systems efficiency, and ease of personnel access.
- Coordination with SCUSD M&O personnel to validate / confirm existing mechanical systems that have been decommissioned and/or still operational in the existing boiler room; i.e. storage tanks, boilers, compressors, pumps, etc. This space could possibly be repurposed for pool equipment storage; i.e. lane lines, covers, etc. due to the limited pool deck space available.
- Evaluation of existing accessibility constraints due to the lowered pool deck; possibly raising the pool elevation to be level with adjacent walkways, locker rooms, etc. This will increase the amount of usable pool deck area for possible bleacher placement.
- Development of a new security and decorative fencing / screen wall for along the north edge of the egress hallway
- Preparation of locker replacement plans and elevations for both the Boy's and Girl's Locker Rooms to meet current ADA compliance requirements.
- Removal of the existing shower areas for both the Boy's and Girl's Locker Rooms to possibly expand the locker areas. Provide the CBC minimum number of showers in stall configurations with more privacy; including possible pool deck shower areas.

Site related scope of work shall include: utility extensions as required including roof drain tie-ins at the pool deck area, upgrades as required for accessibility (ADA) improvements within scope of work, emergency access, egress, etc.

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all

master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - f. Adjacent drainage;
 - g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - j. Surveys, reports, as-built drawings, record drawings; and
 - k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. SCHEMATIC DESIGN PHASE

Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. Preliminary Building Code Analysis and Plumbing Fixture County identifying ADA requirements that will influence the design.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Mechanical**
 - a. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.

- (iii) Schematic piping.
- (iv) Temperature control zoning.
- b. Provide design criteria to include the intent base of design for the Project.
- c. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Civil**

- a. Develop on site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including walkways, preliminary finish grades and drainage.

- c. Coordinate finish floor elevations with architectural site plan.

7. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

8. **Construction Cost Budget**

A.

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect; however, the priorities will be established at the completion of the Schematic Design phase by the District should the requested scope as determined in this phase exceed the original budget.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

9. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule; and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

10. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

11. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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D. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (i) Light fixtures.
 - (ii) Ceiling registers or diffusers.
 - (iii) Access Panels.

2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase walkways, and storm drainage improvements.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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E. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 100% Stage:

a. General

Endeavor to determine lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Fixed equipment details and identification completed.
- (vi) Reflected ceiling plans completed.

c. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

d. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.

(iv) Complete energy conservation calculations and report.

e. **Electrical**

(i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

f. **Civil**

All site plans, site utilities, and drainage systems completed.

g. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget.

(ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

(iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

(iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

h. **Specifications**

(i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

i. **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

j. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;

- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

F. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and

G. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in

the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect unless the complexity of the RFI warrants a longer time period for the review as reasonably agreed to by both parties. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance. Further, the Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. These are the responsibility of the General Contractor.
7. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

8. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
9. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
10. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

11. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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H. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of Record Drawings for the Project, as required by the District.
 - g. Architect shall review all warranty and O&M documentation prepared by the General Contractor.
 - h. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

I. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to four hours and shall be held at the District office or at the Project site, unless otherwise indicated.

3. Initial Site Visits (One (1) meeting(s))

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

4. Meetings During Schematic Design Phase (Two (2) meeting(s))

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one (1) design meeting with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This meeting shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.
 - (ii) Architect and District shall review District goals and expectations.
 - (iii) District shall provide input and requirements.

- (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
 - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.
- b. Architect shall participate in One (1) additional meeting to review the schematic design package and opinion of probable cost and confirm any design alternates that may be required.

5. Meetings During Design Development Phase (Two (2) meeting(s))

- a. At approximately mid-point of the Design Development phase, Architect shall conduct One (1) meeting with District personnel and applicable engineering sub-consultants to confirm District standards and preferred systems.
- b. At the time designated for completion of the Design Development package, Architect shall conduct One (1) meeting, per package or submittal, with the District to review the following:
 - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget. At this time, proposed design alternates that may be required to ensure compliance with the District's Construction Budget will be determined.

6. Meetings During Construction Documents Phase (Two (2) meeting(s))

- a. At approximately the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present progress on the Construction Documents submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

- b. At the time designated for completion of the one hundred percent (100%) Construction Document package, concurrent with review by the Division of the State Architect, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

7. Meetings During Bidding Phase (Two (2) meeting(s))

- a. Attend and take part in One (1) pre-bid meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct One (1) kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

8. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete, (6-month construction schedule assumed))

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

END OF EXHIBIT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$250
Associate Principal:	\$240
Project Manager (Senior):	\$200
Designer:	\$130 - \$150
Assistant Project Manager:	\$190
Architect:	\$165 - \$190

Contract Administrator:	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Schematic Design Phase within **30 calendar days** after written authorization from District to proceed.
- C. Architect shall complete Services required under the Design Development Phase within **30 calendar days** after receipt of a written authorization from District to proceed.
- D. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 100% Submittal Package **60 calendar days**
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>10%</u>
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

b. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

c. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

d. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

e. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

f. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance.
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Two Hundred Thousand Dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Two Hundred Thousand Dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible; or
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain

insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



Agreement for Architectural Services
between
Sacramento City Unified School District
and
Lionakis

Kit Carson Buildings B, C, D & E
HVAC Modernization Project

Dated: January 13, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of January 13, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

HVAC modernization of buildings B, C, D and E on the campus of Kit Carson International Academy, 5301 N Street, Sacramento, CA 95819

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Kit Carson Buildings B, C, D & E HVAC Modernization Project at 5301 N Street, Sacramento, CA 95819.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical observation and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required under California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
 - 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.3. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.4. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.5. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.5.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.6. Form DSA PR 13-02, Project Certification Process.
- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating

to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions.
 - 2.13.8. State and local agency fees.
 - 2.13.9. Testing and inspection.

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss
 Project Director: Brian Bell
 Project Architect(s): Vince Nieto
 Project Architect(s): _____

Other:	<u>Specifications: Lionakis</u>
Major Consultants:	
Electrical:	<u>Engineering Enterprise</u>
Mechanical:	<u>Capital Engineering</u>
Structural:	<u>Lionakis</u>
Cost Estimating:	<u>Sierra West</u>

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed Two Hundred Eighty-Nine Thousand Dollars (\$289,000) based on the rates set forth in **Exhibit "D"** and a construction budget of \$2,500,000.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the

requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions. District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the

District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The

Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting and Other On-Site Requirements

- 11.1. The District has determined that Architect, its Consultants and their employees shall not interact with pupils, except under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply.
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors,

omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.

- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.
- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the project that is necessary for performance of Architect's services.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works” and “maintenance” projects (“Prevailing Wage Laws”). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants’ professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Office
EMAIL: Jessica-sulli@scusd.edu

Architect:

Lionakis
1919 19th Street
Sacramento, CA 95811
ATTN: Laura Knauss
EMAIL: laura.knauss@lionakis.com

With a Copy to:
Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [RESERVED]

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 31. Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

LIONAKIS

By: _____
Rose Ramos
Chief Business Officer

By:  _____
Laura Knauss
Principal-in-Charge

Date: _____

Date: 1/31/2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Kit Carson International Academy – Buildings B, C, D and E – HVAC Modernization

Construction Cost Budget: \$2,500,000 (budget)

- Demolish Existing Chiller and all piping and accessories in Equipment Yard adjacent to the Gymnasium.
- Abandon all Chilled Water Distribution Mains in Attic Spaces.
- Install new control components along with Co2 sensors to meet SCUSD standard – Johnson Controls.
- Replace existing standard classroom side wall registers with new ducted air distribution system.
- Replace existing Kitchen Hood with new UL-300 code compliant hood and ansul system. (Note: this scope is not included in construction budget and fee proposal, District has Central Kitchen so program is uncertain, A/E team to verify with District requirements).
- Connect all new furnace units to existing site gas distribution piping
- Provide Attic Service Lighting.
- Construction Square Footage for these improvements has been estimated at 34,639 square feet. Modifications to the existing construction are not expected to affect the existing lateral framing system of trigger a seismic rehabilitation per California Administrative Code 4-309 (c). Should that occur, an additional service will be required and requirements will significantly impact both the project budget and schedule.

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of

the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.

3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - f. Adjacent drainage;
 - g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - j. Surveys, reports, as-built drawings, record drawings; and
 - k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this

additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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B. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings, as required
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships, as required.
- c. Exterior elevations of existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Site plan completely drawn with beginning notes and dimensions as required
- f. Preliminary development of details and large scale blow-ups.
- g. Legend showing all symbols used on drawings.
- h. Floor plans identifying all fixed and major movable equipment and furniture.
- i. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, systems and equipment.

2. **Structural**

- a. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components to confirm structural upgrade is not required

3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Devices in ceiling should be located as required.
- e. Legend showing all symbols used on drawings.
- f. More developed Outline Specifications indicating quality level and manufacture.
- g. Control Systems identified.
- h. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for attic service lighting only.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.

- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

6. Construction Cost Budget

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
 - (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget. Should the Design Development Phase estimate exceed the District budget due to unforeseen conditions or scope additions required by the District, budget shall be revised prior to continuing. At this time, the project fee shall be reconciled applying percentage of construction cost as defined in this Exhibit.

7. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

8. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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C. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 100%

a. General

Endeavor to determine lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections as required.
- (iii) Architectural details and large blow-ups completed.
- (iv)
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed where required.

c. Structural

- (i) Structural framing plans and sections with detailing completed.
- (ii) Structural calculations completed.

d. Mechanical

- (i) Large scale mechanical details complete.

- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

e. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development phase revisions to the Construction Cost Budget
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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D. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and

E. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in

the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

8. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and

installed systems, to ensure that they meet the requirements of the plans and specifications.

9. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
10. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

11. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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F. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

G. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
 - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
 - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
 - c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
 - d. Each meeting may last up to four hours and shall be held at the District office or at the Project site, unless otherwise indicated.
3. **Initial Site Visits (One (1) meeting(s))**
 - a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
4. **Meetings During Design Development Phase (Two (2) meeting(s))**
 - a. At approximately mid-point of the Design Development phase, Architect shall conduct One (1) meeting with District personnel and applicable engineering sub-consultants to confirm District standards and preferred systems.
 - b. At the time designated for completion of the Design Development package, Architect shall conduct One (1) meeting[s], per package or submittal, with the District to review the following:
 - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

- (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget. At this time, proposed design alternates that may be required to ensure compliance with the District's Construction Budget will be determined.

5. Meetings During Construction Documents Phase (Two (2) meeting(s))

- a. At approximately the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present progress on the Construction Documents submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- b. At the time designated for completion of the one hundred percent (100%) Construction Document package, concurrent with review by the Division of the State Architect, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

6. Meetings During Bidding Phase (Two (2) meeting(s))

- a. Attend and take part in One (1) pre-bid meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct One (1) kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

7. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete, (3-month construction schedule assumed))

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

END OF EXHIBIT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$250
Associate Principal:	\$240
Project Manager (Senior):	\$200
Designer:	\$130 - \$150
Assistant Project Manager:	\$190
Architect:	\$165 - \$190

Contract Administrator:	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Design Development Phase within **30 calendar days** after receipt of a written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **45 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
1. 100% Submittal Package **45 calendar days**
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Design Development Phase	<u>25%</u>
Construction Documents Phase-Submittal to DSA	<u>35%</u>
Approval by DSA	<u>10%</u>
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>20%</u>
Close Out Phase	<u>5%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

b. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

c. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

d. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

e. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance.
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Two Hundred Thousand Dollars (\$200,000)

per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Two Hundred Thousand Dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible; or
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



Agreement for Architectural Services
between
Sacramento City Unified School District
and
Lionakis

Sutter Middle School Gym
HVAC Modernization Project

Dated: January 28, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of January 28, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Modernization of gymnasium HVAC on the campus of Sutter Middle School, located at 3150 I Street, Sacramento, CA 95816

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Sutter Middle School Gym HVAC Modernization located at 3150 I Street, Sacramento, CA 95816.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical observation and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required under California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
 - 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
 - 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
 - 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.3. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.4. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.5. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.5.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.6. Form DSA PR 13-02, Project Certification Process.
 - 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating

to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions.
 - 2.13.8. State and local agency fees.
 - 2.13.9. Testing and inspection.

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss
 Project Director: Brian Bell
 Project Architect(s): Vince Nieto
 Project Architect(s): _____

Other: Specifications: Lionakis

Major Consultants:

Electrical: Engineering Enterprise

Mechanical: Capital Engineering

Structural: Lionakis

Cost Estimating: Sierra West

Other: _____

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed One Hundred Forty-Four Thousand Dollars (\$144,000) based on the rates set forth in **Exhibit "D"** and based on 8% of an assumed construction budget of \$1,800,000. At the completion of the Design Development Phase an Opinion of Probable Cost will be completed at which time a validation of the project budget and a review and reconciliation of the design fee based on a percentage of (8%) for HVAC modernization will be completed.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California

law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes

made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect

to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions. District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this

Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting and Other On-Site Requirements

- 11.1. The District has determined that Architect, its Consultants and their employees shall not interact with pupils, except under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply.
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.
- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the project that is necessary for performance of Architect's services.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government

Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or

sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Office
EMAIL: Jessica-sulli@scusd.edu

Architect:

Lionakis
1919 19th Street
Sacramento, CA 95811
ATTN: Laura Knauss
EMAIL: laura.knauss@lionakis.com

With a Copy to:
Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [RESERVED]

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's

Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 31. **Exhibits "A" through "E"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

LIONAKIS

By: _____
Rose Ramos
Chief Business Officer

By:  _____
Laura Knauss
Principal-in-Charge

Date: _____

Date: 1/31/2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Sutter Middle School Gym HVAC Modernization

Construction Cost Budget: \$1,800,000

- Removal of the existing heating-only mechanical systems and replacement with new high efficiency heating and air conditioning systems in the Gymnasium, Locker Rooms, Coach's Offices, Activity Rooms, Kitchen, and Multipurpose/Cafeteria.
- Outside air ventilation rates which meet current Code will be provided with the new HVAC systems. The existing heating-only systems do not meet current Code ventilation requirements.
- The existing 2-year-old boiler and existing heating hot water piping system will provide heating to the majority of the new HVAC equipment. If the boiler system cannot provide all heating requirements due to the increased outside air ventilation being provided, then some of the new HVAC equipment may be gas heat. This may require the gas meter to be upgraded for the additional gas load.
- New ductwork and air distribution will be provided for all the new HVAC systems
- Old heating equipment will be removed.
- New Johnson Controls EMS will be provided for all new HVAC systems in accordance with District standard. CO2 demand controlled ventilation will be provided to meet current Code.
- The new HVAC equipment will be roof mounted if adequate structural modifications can be made to support them. If roof mounted is not possible, then Architect will work out acceptable grade mounted locations with the District.
- Construction Square Footage for these improvements has been estimated at +/- 21,000 square feet.

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - f. Adjacent drainage;
 - g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - j. Surveys, reports, as-built drawings, record drawings; and

k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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B. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings, as required
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships, as required.
- c. Exterior elevations of existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Site plan completely drawn with beginning notes and dimensions as required
- f. Preliminary development of details and large scale blow-ups.
- g. Legend showing all symbols used on drawings.
- h. Floor plans identifying all fixed and major movable equipment and furniture.
- i. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, systems and equipment.

2. Structural

- a. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components to confirm structural upgrade is not required

3. Mechanical

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.

- c. Ductwork and piping should be substantially located and sized.
- d. Devices in ceiling should be located as required.
- e. Legend showing all symbols used on drawings.
- f. More developed Outline Specifications indicating quality level and manufacture.
- g. Control Systems identified.
- h. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for attic service lighting only.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

6. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
 - (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget. Should the Design Development Phase estimate exceed the District budget due to unforeseen conditions or scope additions required by the District, budget shall be revised prior to continuing. At this time, the project fee shall be reconciled applying percentage of construction cost as defined in this Exhibit.

7. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

8. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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C. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 100%

a. General

Endeavor to determine lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections as required.
- (iii) Architectural details and large blow-ups completed.
- (iv) Site utility plans completed.
- (v) Fixed equipment details and identification completed.
- (vi) Reflected ceiling plans completed where required.

c. Structural

- (i) Structural framing plans and sections with detailing completed.
- (ii) Structural calculations completed.

d. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.

- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

e. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

f. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development phase revisions to the Construction Cost Budget
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

D. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and

E. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in

the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

8. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and

installed systems, to ensure that they meet the requirements of the plans and specifications.

9. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
10. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

11. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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F. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

G. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
 - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
 - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
 - c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
 - d. Each meeting may last up to four hours and shall be held at the District office or at the Project site, unless otherwise indicated.
3. **Initial Site Visits (One (1) meeting(s))**
 - a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
4. **Meetings During Design Development Phase (Two (2) meeting(s))**
 - a. At approximately mid-point of the Design Development phase, Architect shall conduct One (1) meeting with District personnel and applicable engineering sub-consultants to confirm District standards and preferred systems.
 - b. At the time designated for completion of the Design Development package, Architect shall conduct One (1) meeting[s], per package or submittal, with the District to review the following:
 - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

- (ii) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget. At this time, proposed design alternates that may be required to ensure compliance with the District's Construction Budget will be determined.

5. Meetings During Construction Documents Phase (Two (2) meeting(s))

- a. At approximately the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present progress on the Construction Documents submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- b. At the time designated for completion of the one hundred percent (100%) Construction Document package, concurrent with review by the Division of the State Architect, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

6. Meetings During Bidding Phase (Two (2) meeting(s))

- a. Attend and take part in One (1) pre-bid meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct One (1) kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

7. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete; 3-month construction schedule assumed)

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in

- accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
 - c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

END OF EXHIBIT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$250
Associate Principal:	\$240
Project Manager (Senior):	\$200
Designer:	\$130 - \$150
Assistant Project Manager:	\$190
Architect:	\$165 - \$190

Contract Administrator:	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Design Development Phase within **30 calendar days** after receipt of a written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **45 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
1. 100% Submittal Package **45 calendar days**
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Design Development Phase	<u>25%</u>
Construction Documents Phase-Submittal to DSA	<u>35%</u>
Approval by DSA	<u>10%</u>
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>20%</u>
Close Out Phase	<u>5%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

b. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

c. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

d. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

e. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance.
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Two Hundred Thousand Dollars (\$200,000)

per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Two Hundred Thousand Dollars (\$200,000). At the option of the District, either:
 - 1. The District can accept the higher deductible; or
 - 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
 - 3.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 - 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 - 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - 6.

7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 8. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Rainforth Grau Architects

Shade Structures at 7 Sites (Group 1) Project

Dated: January 13, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of January 13, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Rainforth Grau Architect ("Architect") (collectively "Parties"), for the following project ("Project"):

Shade Structures at 7 Sites (Group 1): Installation for approximately 2,000 sqft shade structures at Alice Birney, John Bidwell, John Sloat, Joseph Bonnheim, Leataata Floyd, Sequoia and Tahoe Elementary Schools.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Shade Structures at 7 Sites (Group 1) Project at:

Alice Birney
6251 13th Street, Sacramento, CA 95831

John Bidwell
1730 65th Avenue, Sacramento, CA 95822

John Sloat
7525 Candlewood Way, Sacramento, CA 95822

Joseph Bonnheim
7300 Marin Avenue, Sacramento, CA 95820

Leataata Floyd
401 McClatchy Way, Sacramento, CA 95818

Sequoia
3333 Rosemont Drive, Sacramento, CA 95826

Tahoe
3110 60th Street, Sacramento, CA 95820

- 1.1.17. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing

professional services hereunder shall be properly licensed as required by California law.

- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
 - 2.4.1. Architect shall provide the design for the Project, without limitation:
 - 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
 - 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
 - 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names

of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
 - 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
 - 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.3. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.4. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.15. Form DSA PR 13-01, Construction Oversight Process.

- 27.15.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.16. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain

coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal In Charge: Jeffrey Grau
Project Director: Vipul Safi
Project Architect(s): Affifa Kadhim (PM)
Project Architect(s): _____
Other: _____
Major Consultants:
 Electrical: Edge Electrical
 Civil: Warren Green Engineering

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in “responsible charge” of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the

Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed One Hundred Eighty-Two Thousand Dollars (\$182,000) based on the rates set forth in **Exhibit "D."**
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or

dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also in good faith as to the scope and extent of further assistance, including a joint defense agreement. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein

without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Jessica Sulli, Contract Specialist
EMAIL: Jessica-sulli@scuscd.edu

Architect:

Rainforth Grau Architects
2101 Capitol Ave Ste 100
Sacramento, CA 95816
ATTN: Jeffrey Grau, Principal
EMAIL: jgrau@rainforthgrau.com

With a Copy to:
Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [RESERVED]

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's

Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31.

Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

DocuSigned by:
Rose Ramos
CC8FE7C204D7402...
By: _____
Rose Ramos
Chief Business Officer
Date: 02/07/2022

RAINFORTH GRAU ARCHITECTS

[Handwritten Signature]
By: _____
Jeffrey Grau
Principal
Date: 01-28-2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Shade Structures at 7 Sites (Group 1)

Project Description:

- Shade structures at seven school sites for outside dining
- Structures to be approximately 2,000 sf
- Structures to have hip roofs
- Structures will be DSA approved PC structures engineered for lowest minimum soil bearing capacity (1500 psi); PC drawings to be provided by Mfr at time of bid
- Structure specifications will allow for multiple vendors
- Concrete pad to be provided at each structure
- Lighting and minimal power to be provided at each structure
- ADA improvements assumed to be limited to 20% to 30% of estimated construction value; improvements significantly beyond this threshold may be added services which should be allocated for in fee contingency based on final DSA requirements

Specific Scope Exclusions:

- No signal systems to structures
- No fire sprinklers at structures
- Fire water distribution extensions and/or new hydrants for fire protection

SCOPE OF SERVICES

- Site investigation for each site
 - On-site visits to confirm existing conditions and constraints including parking, paving and power capacity for structure lighting and convenience outlet
 - Smart level assessment of POT grades to establish conditions
 - Topographic survey limited to POT for basic compliance when needed for engineering
- DSA Preliminary Meeting to review scope and ADA requirements
- Location confirmation
 - Work with District to finalize structure locations considering site desires, existing

conditions, and code issues

- Shade structure investigation
 - Review options of PC shade structures with District
 - Develop recommendations on structures to specify
 - Confirm structure costs and requirements (i.e., need for geotechnical reports)
- Finalize site plans with location of structure, POT, and other improvements necessary
- Identification of ADA upgrades beyond POT if needed
- Final plans, specifications, project manual for bidding
- QA/QC check of documents
- District/Architect page-turn-review of final bid documents
- Agency approvals (DSA only; no local fire authority unless requested by District)
- Bidding assistance
- General construction contract administration services
- Close-out and certification

Exclusions from Services:

1. ADA improvements beyond those described above
2. Topographic survey beyond POT as noted above
3. Structural engineering of shade structures (by manufacturer)
4. Geotechnical Investigation / Geohazards Investigation
5. Storm Water Prevention Pollution Plan
6. Exhaustive evaluation of utility services and distribution/collection systems
7. Assessment, testing or removal of hazardous materials (assume none)
8. Services or activities not specifically noted above
9. Detailed cost estimates
10. Printing of documents for District, Agency, Bidding and GC use
11. Closeout services for uncertified buildings on site

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - f. Adjacent drainage;
 - g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - j. Surveys, reports, as-built drawings, record drawings; and
 - k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a

geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. Construction Cost Budget

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. Presentation

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3. Architectural

- a. Scaled plans showing overall dimensions, identifying the various major areas and their relationship.
- b. Preliminary exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- c. Identify minimum finish requirements
- d. Identify code requirements, include occupancy classification(s) and type of construction.

4. Civil

Develop on Path of Travel plan

- a. Coordinate finish floor elevations with architectural site plan.

5. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

6. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

7. **Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;

- d. Statement indicating changes made to the Architectural Program and Schedule; and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

8. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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E. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD")

a. General

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

b. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Site utility plans completed.
- (v) Fixed equipment details and identification completed.

c. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

d. Civil

All site plans, completed.

e. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

f. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

g. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the

Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

h. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.

- (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
 - c. Architect shall update and refine the Consultants' completed Contract Documents.
 - d. Conclusion of Construction Document Phase requires final stamp-out by DSA.
3. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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F. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

G. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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H. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

I. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. Meetings During Project Initiation Phase (One (1) meeting(s))

- a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

- (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
- b. Architect shall participate in One (1) meeting(s) as requested by District.
- (A)

4. Initial Site Visits (One (1)) meeting(s)

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. Meetings During Architectural Program (Two (2)) meeting(s)

- a. Architect shall conduct One (1) site visit/meeting(s) with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- b. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- c. Architect shall conduct a minimum of One (1) additional meetings as requested by District.

6. Meetings During Schematic Design Phase (One (1)) meeting(s)

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct One (1) design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.

- (ii) Architect and District shall review District goals and expectations.
- (iii) District shall provide input and requirements.
- (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
- (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

b. Value Engineering Workshop (One (1)) meeting(s)

- (i) Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

7. Meetings During Construction Documents Phase (One (1)) meeting(s)

- a. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

8. Meetings During Bidding Phase (Two (2)) meeting(s)

- a. Attend and take part in One (1) meeting, per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct One (1) kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

9. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete)

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

END OF EXHIBIT

EXHIBIT "B"**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal Architect	\$215
Associate Principal	\$200
Associate	\$190
Senior Architect/Project Manager	\$180
Architect II	\$165

Project Manager	\$155
Architect I	\$145
Job Captain II	\$135
Job Captain I	\$120
Designer:	\$100
Graphic Designer	\$135
Interior Designer II	\$135
Interior Designer I	\$100
Project Management Assistant	\$100
Clerical	\$95

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

Proposal Approval / Authorization	Jan2022
Planning & Design	Jan-Feb 2022
Construction Documents	Feb – Mar 2022
Shade Structure Procurement	Feb – Mar (purchase method TBD)
DSA Review & Approval (OTC)	Mar (subsequent increment approval of PC drawings)
Bidding - Site	April
Award	May
Construction	May – TBD based on material availability

All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect according to its hourly rate schedule set forth in Exhibit "B" for all Services contracted for under this Agreement.

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of Two Million Dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Twenty-Five Thousand Dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
6. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested,

has been given to the District.

8. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
 10. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Kitchell/CEM, Inc.

Central Kitchen Phase 2 Project

Dated: February 1, 2022

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EXHIBITS “A” – “F”

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of February 1, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Kitchell/CEM, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the Central Kitchen Phase 2 Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
 - 1.1.4 **Board:** The District's Governing Board.
 - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
 - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.

- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**
- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.

- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

- 2.1 **Term:** This Agreement shall become effective upon final execution, and, except as otherwise provided herein, will continue in effect until August 31, 2022.

ARTICLE 3. Scope, Responsibilities and Services of CM

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.
- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing

with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.

- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization

is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
 - Principal In Charge: Bill Johal
 - Project Director: Jeff Dees/Dan Porter
 - Construction Manager: TBD
 - Project Manager: TBD
 - Sr. Project Manager: TBD
 - Estimator: Jay/Matt/James
 - Scheduler: Rick Stassi
 - EAS Ops Manager: Sergio Rodriguez/Sean Greenwald
 - A/E Project Manager: Ahmad Elkot
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
 - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
 - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
 - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).

- 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
- 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
 - 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
 - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
 - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

- 7.1 District shall pay CM an amount not to exceed One Hundred Sixty-Nine Thousand Sixty Dollars (\$169,060) for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

ARTICLE 8. Payment for Extra Services

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the

District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.

- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under

the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is

resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") to the extent caused by the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of

employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders. CM shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "F"**).

ARTICLE 13. Responsibilities of the District

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided

in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

ARTICLE 15. Insurance

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
 - 15.4.1 The District can accept the higher deductible;
 - 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 - 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.

CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Alternative Dispute Resolution

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with

all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. [RESERVED]

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM

shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).

- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Office

CM:

Kitchell/CEM, Inc.
2450 Venture Oaks Way Ste 500
Sacramento, CA 95833
ATTN: Jeff Dees

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. [RESERVED]

ARTICLE 29. District's Right to Audit

- 29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and

documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.

- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

KITCHELL/CEM, INC.

By: _____
Rose Ramos
Chief Business Officer

By: _____
Wendy Cohen
President

Date: _____

Date: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
 - 1.7.1. Define and schedule the Project.
 - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
 - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
 - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
 - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
 - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
 - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
 - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
 - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
 - 1.38.1. Ground contamination or hazardous material analysis.
 - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
 - 1.38.4. Historical significance report.
 - 1.38.5. Soils investigation.
 - 1.38.6. Geotechnical hazard report.
 - 1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 6.23.1 Accepted industry standards;
 - 6.23.2 Applicable laws, rules, or ordinances; and
 - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
 - 6.24.1 Notify the District of any non-conforming work observed by the CM;
 - 6.24.2 Reject the non-conforming work; and
 - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

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EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal in Charge	\$225
Project Director	\$215
Sr. Project Manager	\$195
Project Manager II / Construction Manager	\$180

Constructability Reviewer Manager	\$205
EAS Ops Manager	\$205
A/E Project Manager	\$165
Project Admin-Office	\$90
Sr. Estimator	\$195
Constructability Reviewer	\$165

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

EXHIBIT "C"
SCHEDULE OF WORK

See attached.

Sacramento City Unified School District - Central Kitchen

Schedule / Phase	2022												Hours	Hourly Rates	Total \$				
	J	F	M	A	M	J	J	A	S	O	N	D							
	200	160	160	160	200	160	200	160	160	200	160	160							
	1	2	3	4	5	6	7	8	9	10	11	12							
Review documents & Logs		Review Documents																	
Facilities Site Assesment		Facilities Site Assesment																	
Complete issues log				Complete issues log															
Coordinate Fixes & Pricing								Coordinate Fixes & Pricing											
CONSTRUCTION MANAGEMENT SERVICES																			
Position / Classification	Name																		
Regional Executive	Bill Johal																-	\$ 225.00	\$ -
Project Director / Program Director	Jeff Dees																80	\$ 215.00	\$ 17,200
Project Director / Program Director	Dan Porter																68	\$ 215.00	\$ 14,620
Sr. Project Manager	TBD																-	\$ 195.00	\$ -
Project Manager II / Construction Manager	TBD																360	\$ 180.00	\$ 64,800
Field Office Manager/Clerical	TBD																96	\$ 90.00	\$ 8,640
Senior Estimator	Jay, Matt, James																40	\$ 195.00	\$ 7,800
VE/ Constructability Reviewer Manager	Heather Brown																24	\$ 205.00	\$ 4,920
EAS Ops Manager	Sergio Rodriguez																32	\$ 205.00	\$ 6,560
EAS Ops Manager	Sean Greenwald																24	\$ 205.00	\$ 4,920
A/E Project Manager	Ahmad Elkot																80	\$ 165.00	\$ 13,200
VE/ Constructability Reviewer	EAS Team																160	\$ 165.00	\$ 26,400
Scheduler	Rick Stassi																-	\$ 160.00	\$ -
Total (FTEs / Month)	0	280	256	68	112	112	72	64	0	0	0	0	964			\$ 169,060			

Note: Timeline is based on preliminary schedules . If the contrators schedule pushes out past this timeline the hours will need to be adjusted.

EXHIBIT "D"

FEE SCHEDULE

Compensation

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

EXHIBIT "E"

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: 0810-428 between the Sacramento City Unified School District ("District") and Kitchell/CEM, Inc. ("CM") for construction management services for the Central Kitchen Phase 2 Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

By: _____
Rose Ramos
Chief Business Officer

Date: _____

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

KITCHELL/CEM, INC.

By: _____
Wendy Cohen
President

Date: _____

EXHIBIT "F"
COVID-19 VACCINATION/TESTING CERTIFICATION

Construction Manager ("CM"): Kitchell/CEM, Inc.

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, CM certifies that personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with CM and will undergo weekly diagnostic testing in accordance with the District's Policy..

CM understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. CM will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, Wendy Cohen, certify that I am CM's President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

KITCHELL/CEM, INC.

By: _____
Wendy Cohen
President

Date: _____

END OF DOCUMENT



Contract Schedule C Enhanced Consulting Support Services

This agreement is made between **CompuClaim**, Inc. and the Sacramento City Unified School District, hereinafter called the **SCUSD**, this January 01, 2022 as an addendum to our existing contract dated July 1, 2021.

Enhanced Consulting Support Services will provide Sacramento City Unified School District additional support and oversight to ensure the district has a support staff person working directly with the Medicaid Coordinator/Director of Special Education to oversee their Medicaid program.

Sacramento City Unified School District has the potential increase their reimbursement revenue annually. To reach this potential the district requires a well-developed plan to document all eligible services and optimize all opportunities with complete oversight and management of their program.

Based on limited Administrative district staff to effectively oversee the CA Local Educational Agency-Billing Option Program (hereinafter called LEA BOP), CompuClaim will assign an Account Manager to provide additional consulting support services as outlined below.

Schedule C: Consulting Support Services

CompuClaim will provide Consulting Support Services to the Sacramento City Unified School District during the 2021-2022 school year that includes the following additional support services:

- Identify and review all eligible services as outlined in the CA Medi-Cal SPA are being provided and logged for all students.
- Performance report review will be conducted on a monthly basis and submitted to the Director of Special Education by the assigned Account Manager. Details of providers and caseloads will be reviewed to ensure all staff are logging services in a timely fashion to facilitate Medicaid reimbursement. As part of the performance review process, the Account Manager will:
 - Communicate directly with in-district providers who are behind in logging activities, and
 - Ensure all allowable providers are established in the service portal by reviewing the districts TSP list
- Work with the Director to update all providers using the service portal and update users.
- Provide assistance with entering parental consents and ensuring district receives monthly status reports on outstanding consent.
 - Parental consent is required for all IEP/IFSP services.



- CompuClaim will provide assistance with entering provider NPI for prescription into the service portal, ensuring district receives monthly status reports, and provide education and guidance as necessary to district administration around the procurement physician ORP NPI;
- CompuClaim will conduct biweekly meetings with the Director of Special Education. In these updates we will discuss any outstanding services that are not being captured according to held services and where SCUSD is with reimbursement for the year. CompuClaim will provide:
 - Detailed forecast of services that is/is not currently being captured to improve reimbursement for the district

Consulting Support Services Compensation

CompuClaim will provide Sacramento City Unified School District with consulting support services during the 2021-2022 SY to provide more intensive oversight and management of their existing School Based Medicaid program.

The *SCUSD agrees* to pay *CompuClaim, Inc.* of consulting support services as outlined in this **Schedule C**, a monthly fee of \$5,000.00 beginning January 1, 2022 thru June 30, 2022. This amount will be invoiced monthly upon signed agreement for consulting support services. The designated CompuClaim staff member will conduct one district meeting at the initial implementation of this contract and then conduct monthly telephone meetings with the Director to keep the district apprised of the progress and action items requiring attention

Enhanced consulting support services will be invoiced on a monthly basis starting with January 2022 invoices. If the district does not wish to extend the consulting services agreement past **June 30, 2022**, then the district must notify CompuClaim in writing at least 30 days before the addendum end date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their signatures below.

District

CompuClaim, Inc.

By: 
CC6EE7C204D7402
(Signature)

By: 
(Signature)

Name: Rose Ramos

Name: Michelle Pope

Title: CBO

Title: President, COO

Date: 01/28/2022

Date: 12/17/21



Service Agreement for School-Based LEA Medi-Cal Billing Option Program

This Service Agreement is made by and between CompuClaim, Inc. (“CompuClaim”), a Rhode Island corporation with an address of 221 Third Street, Newport, Rhode Island 02840, Sacramento City Unified School District, with an address of 5735 47th Avenue, Sacramento, CA 95824 (“District”).

WHEREAS, the District provides medically necessary health care related services to eligible students under the LEA Medi-Cal Billing Option Program (hereinafter LEA BOP).

WHEREAS, the District is desirous of maximizing its potential to receive Medi-Cal reimbursements to which it may be entitled for providing said health care services;

WHEREAS, CompuClaim possesses the expertise and resources to appropriately prepare the claims necessary for LEA BOP;

NOW, THEREFORE, for good and valuable consideration, the receipt and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows.

1. DIRECT CLAIMING SERVICES

CompuClaim will provide Direct Claiming Services as described on Schedule A (hereinafter “DCS”) in order to process the District’s claims for LEA BOP reimbursement for direct medical services provided to Medi-Cal-eligible students, based upon data provided to CompuClaim by the District.

2. COMPENSATION

- a. The District agrees to pay CompuClaim, Inc. for the DCS at the rate set forth in Schedule C attached hereto.
- b. CompuClaim will invoice the District each July 1st of the fiscal school year. Payment shall be due 30 days from the date of the invoice. Late payments shall be subject to late charge for every calendar month or fraction thereof equal to the lesser of (i) a 1.5 percent or (ii) the highest rate allowed by state law. In addition, the District shall be liable for any legal fees or other costs of collection. To enable electronic billing, District should complete Schedule E attached hereto.



3. RESPONSIBILITY FOR DISALLOWANCES - CHANGE

a. District shall defend and indemnify CompuClaim from and against any fines or penalties imposed upon CompuClaim as a result of an award of damages and costs against CompuClaim due to a suit or claim by the Centers for Medicare & Medicaid Services (“CMS”), the Department of Healthcare Services (DHCS), the US Department of Health and Human Services, a final court judgment, or a settlement of any of the foregoing based on a disallowance of claims filed by CompuClaim on District’s behalf (a “Claim”) if CompuClaim: (a) notifies District in writing of a Claim within ten (10) days after CompuClaim receives notice; (b) gives District sole authority to defend or settle the Claim; (c) gives District all information in CompuClaim’s control concerning the Claim; and (d) reasonably cooperates and assists District with defense of the Claim. CompuClaim may participate in the defense of a Claim at its own expense. District shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for CompuClaim.

b. If District is required to return funds to CMS or to the DHCS due to inaccurate information provided by the District to CompuClaim, any portion of those amounts that were paid to CompuClaim as compensation pursuant to Section 2(a) above will be non-refundable.

c. If the District is required to return funds to CMS and/or the DHCS due to an error directly attributable to CompuClaim, District’s sole remedy shall be limited to a return of fees paid to CompuClaim for the claim that contained such error. During the course of this contract, CompuClaim will maintain an active Errors and Omissions Insurance Policy.

4. PRIVACY REQUIREMENTS AND CONFIDENTIALITY

a. “Protected Health Information” or “PHI” shall have the same meaning as the term ‘protected health information’ in 45 CFR §160.103.

b. Both District and CompuClaim shall collect and/or store student data and PHI and so in order to comply with legal obligations to protect such information agree (i) to enter into a Business Associate Agreement substantially in the form attached hereto as Schedule D.

c. Notwithstanding any other provision hereof, CompuClaim or District may, to the extent permitted by law, use for any purpose PHI that has been aggregated in manner that would make it impossible to identify any individual subject.

d. Each Party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) in connection with this Agreement, the Receiving Party shall not disclose such Confidential Information to any third party, or use it for any purpose, except to perform its



obligations or enforce its rights hereunder. The Receiving Party shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Disclosing Party's Confidential Information by exercising the same level of care, but no less than a reasonable degree of care that a Party uses to protect its own Confidential Information of a like nature. Each Party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each Receiving Party shall be responsible for the compliance of its employees, agents and third-party service providers with the confidentiality obligations set forth herein, and shall be liable for any breach thereof.

e. "Confidential Information" means all information concerning a Party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary. Confidential Information shall include, but not be limited to, the terms of this Agreement (but not the fact of the Agreement's existence), technology, business plans, techniques, methodologies, pricing, marketing and sales strategies, client information, and other non-public materials and information regarding the other Party's business operations and the technology and know-how related to the Service. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure by a Party, or thereafter becomes, part of the public domain through a source other than the Receiving Party receiving such information; (ii) was lawfully in the possession of the Receiving Party as of the time of disclosure, as evidenced by its written records; (iii) is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by its written records; or (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed. In the event the Receiving Party is required by law or legal process to disclose any Confidential Information, the Receiving Party shall, to the extent permitted by law, provide prompt notice of such to the Disclosing Party so that legal protection for the Confidential Information may be sought. In the event that a protective order or other remedy is not obtained, each party will furnish only that portion of the Confidential Information that is legally required. Upon termination of this Agreement, each Party will promptly either return or destroy all tangible Confidential Information as requested by the other Party, retaining only such information as is necessary for recordkeeping in the ordinary course of business.

5. INTELLECTUAL PROPERTY INDEMNITY

a. CompuClaim shall, at its expense, defend any suit or claim brought against District and shall indemnify District against an award of damages and costs against District by a final court judgment or in settlement of such suit or claim based on (i) non-compliance with any applicable law or regulation by CompuClaim, its employees, officers, agents or



representatives, or (ii) the allegation that District's use of DCS infringes a US patent or copyright (a "District Claim"), if District: (a) notifies CompuClaim in writing of the District Claim within ten (10) days after District receives notice; (b) gives CompuClaim sole authority to defend or settle the Claim; (c) gives CompuClaim all information in District's control concerning the District Claim; and (d) reasonably cooperates and assists CompuClaim with defense of the District Claim. District may participate in the defense of a District Claim at its own expense. CompuClaim shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for District.

b. If DCS becomes or in CompuClaim's opinion is likely to become the subject of a suit or claim of infringement of a Patent or Copyright, CompuClaim shall at its option and expense (a) obtain the right for District to use the Service; (b) replace or modify DCS so that it becomes non-infringing; or (c) terminate the License for the Service. If CompuClaim terminates the License for the under this Section 5(b), (i) District shall cease to use the Service; and (ii) as District's sole and exclusive remedy against CompuClaim (other than the indemnification by CompuClaim under Section 5(a) CompuClaim shall refund any prepaid fees paid for the infringing DCS.

c. SECTION 5 STATES COMPUCLAIM'S ENTIRE LIABILITY AND DISTRICT'S SOLE REMEDY REGARDING INTELLECTUAL PROPERTY INFRINGEMENT.

6. TERM AND TERMINATION

a. The term of this Agreement shall begin upon the July 1, 2021 and end June 30, 2022. Additionally, this Agreement may be extended in (1) month increments, to ensure continued operations during a period of transition with a signed and approved contract addendum.

b. CompuClaim may terminate this Agreement if CompuClaim is in compliance with this Agreement and either (a) District fails to pay CompuClaim any amounts when due or, (b) District is in material default of any other provision of this Agreement and such default has not been cured within thirty (30) days after CompuClaim gives District written notice describing the default. Upon termination in accordance with this Section 6, CompuClaim may:

i. Declare all amounts owed to CompuClaim by District for the entire then-current term to be immediately due and payable;

ii. Terminate access to DCS through CompuClaim Service Portal and Claims Management

iii. Cease performance of all of CompuClaim's obligations under this Agreement without liability to District.



c. District may terminate this Agreement if District is in compliance with this Agreement and CompuClaim is in material default of any provision of this Agreement and such default has not been cured within thirty (30) days after District gives CompuClaim written notice describing the default. Upon such termination:

i. District shall pay CompuClaim' outstanding invoices that do not pertain to CompuClaim's default, but District shall have no further payment obligations to CompuClaim under this Agreement; and

ii. CompuClaim shall return all data or other property given by District to CompuClaim for it to perform DCS.

d. Either party may terminate this Agreement by written notice if the other party becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy or if a receiver or similar officer is appointed to take charge of all or a material part of such other party's assets.

e. Upon termination of this Agreement by CompuClaim or District, Sections 2, 3, 4, 5, 6, 7, 11, and 15 of this Agreement shall survive.

7. LIMITATIONS OF LIABILITY

a. CompuClaim shall not be liable for any expense or damage arising out of any erasure, damage or destruction of files, data or programs. District shall be responsible for making backup copies of data.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, THIRD PARTY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES.

c. Except only for (a) CompuClaim's indemnification obligations hereunder or (b) bodily injury or damage to tangible property (not data), CompuClaim's maximum aggregate liability for damages to District or those claiming through District shall be limited to actual direct damages in an amount not to exceed the fees paid by District to CompuClaim over the 12 (twelve) months prior to the incident causes such damages.

d. DISTRICT ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION 7 ARE REASONABLE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT ONLY FOR ACTIONS BY COMPUCLAIM



TO PROTECT INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY EQUITABLE REMEDIES.

8. ASSIGNMENT

District may not assign this Agreement or any of its respective rights or obligations under this Agreement unless approved by CompuClaim, in writing, prior to such assignment, such approval to not be unreasonably withheld.

9. WAIVER

No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

10. EXCUSABLE DELAY

Neither CompuClaim nor District shall be deemed to be in default of any provision of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of CompuClaim or District, as the case may be. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other such major events beyond CompuClaim' or District's reasonable control. This Section 10 shall not delay or excuse District's payment obligations.

11. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in all respects in accordance with the laws of the State of California (without regard to conflicts of laws principles). Except only for disputes for which injunctive relief is sought to prevent the unauthorized use or disclosure of DCS, any disputes between District and CompuClaim (which are not otherwise resolved by the parties) shall be instituted only in a federal or state courts serving Sacramento County, California and the parties shall submit to personal jurisdiction of these courts in any such legal action. CompuClaim and District each waive their right to a trial by jury for any disputes between the parties.

12. INDEPENDENT CONTRACTOR

CompuClaim is an independent contractor, and its personnel shall not be considered employees or agents of District.



13. SEVERANCE AND INTERPRETATION

If any provision of this Agreement is found to be unenforceable, such provision shall be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and this Agreement shall otherwise remain in full force and effect. If an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

14. TIME LIMITATION

Except for actions for non-payment or for breach of CompuClaim' or its third parties' intellectual property rights, no action arising out of or relating to this Agreement may be brought later than one (1) year after the cause of action became known to the injured party.

15. NOTICES

All notices given by either party to the other party under this Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier or certified mail, return receipt requested, to the other party's President at its address set forth above or such other person or address as a party may indicate in writing from time to time.

16. ENTIRE AGREEMENT

This Agreement, including all Schedules attached hereto, constitute the entire agreement between CompuClaim and District with respect to DCS and other subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both CompuClaim and District. No employee, agent, or other representative of either CompuClaim or District has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both CompuClaim and District. All future purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.



17. DURATION

This contract is in effect July 1, 2021 thru June 30, 2022.

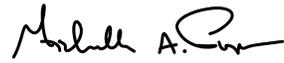
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their signatures below.

Sacramento City Unified School District

CompuClaim, Inc.

By: 
4C99B7D65C74472...

(Signature)

By: 

(Signature)

Name: Dan Sanchez

Name: Michelle Pope

Title: Purchasing Manager

Title: President, COO

Date: 06/28/2021

Date: 8/5/21



SCHEDULE A

DESCRIPTION OF SERVICES

These are the processing steps CompuClaim will perform for the DCS package:

- a. DCS.1 CompuClaim will provide the District with a state specific claims information management system for the use of the District in providing data necessary for CompuClaim to formulate the District's claims.
- b. DCS.2 CompuClaim will return to the District any and all logs and/or claims that it deems have insufficient information to formulate a claim and/or are otherwise noncompliant with applicable law regarding appropriate LEA BOP. CompuClaim will provide the District with direction on how to bring such logs and/or claims into compliance.
- c. DCS.3 CompuClaim will provide timely electronic claims processing for the District's claims. All payments on said claims will be remitted directly to the District by the Medi-Cal agency, the Department of Healthcare Services (DHCS).
- d. DCS.4 CompuClaim will provide quarterly Management Reports to the District.
- e. DCS.5 CompuClaim will provide training for all District- employed and contracted providers of Medi-Cal-eligible services at the time of onboarding and as needed during the contract term regarding federal and state law pertaining to appropriate LEA BOP. Training will be for no more than 50 people at once
- f. DCS.6 CompuClaim will provide Administrative training at the time of initial contract with the district. Subsequent Administrative Trainings may result in additional fees.
- g. DCS.7 CompuClaim will work with the District to provide education and assistance in processes associated with the Random Moment Time Study (RMTS).
- h. DCS.8 CompuClaim will work with the District to provide education and general assistance in the processes associated with the annual LEA BOP Cost Reporting process.



SCHEDULE B

DESCRIPTION OF SACRAMENTO CITY UNIFIED SCHOOL DISTRICT DCS SERVICES

- i. DCS.9 District will maintain current provider enrollment with the Department of Healthcare Services;
- j. DCS.10 District will ensure the NPI (National Provider Identification Number) is updated to reflect current managing partner information for the district;
- k. DCS.11 District will ensure they are using licensed providers as required under the program and that information pertaining to licensure is available when necessary;
- l. DCS.12 District will have a minimum of 1 person designated as the LEA BOP Coordinator for the district, and they will follow CompuClaim administrative guidelines;
- m. DCS.13 District will identify a primary Medi-Cal contact for CompuClaim for high level communication;
- n. DCS.14 District will communicate changes in district Administration to CompuClaim in a timely manner;
- o. DCS.15 District will ensure they are complying with all areas of participation in the LEA BOP, including active participation in:
 - i. Collection of outstanding Parental Consent;
 - ii. Obtaining appropriate prescription, referrals, and orders for reimbursable services.
 - iii. Compliance with State and Federal Regulations, statutes, and documentation retention
 - iv. Requirements applicable to the LEA BOP;
 - v. Active participation and compliance in the School Based Medi-Cal Administrative Activities (SMAA) program through Local Education Consortium (LEC) or Local Governmental Agency (LGA)
 - vi. Active participation and compliance in the Random Moment Time Study (RMTS) process;
 - vii. Timely submission of LEA BOP claim information (both electronic and paper) within 30 days from date of service provision;
 - viii. Maintain HIPAA compliance when communicating with CompuClaim staff (email, Basecamp, etc.);



- ix. Complete required program reporting in a timely manner by the schedules/deadlines provided by CompuClaim.



SCHEDULE C

California Pricing Rate

The District agrees to pay CompuClaim, Inc. for services described in Schedule A at a rate of \$72,500.00 annually on July 1st.



SCHEDULE D

BUSINESS ASSOCIATE AGREEMENT

CompuClaim, Inc. (Hereinafter referred to as “CompuClaim”)
221 Third Street
Newport, RI 02840

Sacramento City Unified School District (Hereinafter referred to as “District”)
5735 47th Avenue
Sacramento, CA 95824

This Business Associate Agreement is hereby entered into by and between CompuClaim and Customer, as of the date executed by Customer and recorded on the signature page below (“Effective Date”).

This Business Associate Agreement (“BAA”) supplements and amends the Service Agreement for School-Based Medi-Cal Billing, entered into by and between CompuClaim and Customer, dated July 1, 2021, (hereinafter “Services Agreement”) under which CompuClaim is providing certain Medi-Cal billing services (“Services”) for Customer. This BAA shall be incorporated into the Services Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by CompuClaim to Customer. Notwithstanding the foregoing, in the event of a conflict between the terms of this BAA and the Services Agreement, solely as it relates to the parties’ obligations hereunder, the terms and conditions of this BAA shall prevail.

CompuClaim and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Breach Notification Rules along with any implementing regulations including those implemented as part of the Omnibus Rule (collectively referred to as the “HIPAA Rules”), under which Customer is a “Covered Entity” or “Business Associate” and CompuClaim is a “Business Associate” of Customer. For purposes of this Agreement, any references, hereinafter, to Business Associate shall be deemed references to CompuClaim.



Definitions:

1. Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules.

- a. "Breach" shall have the same meaning as set forth in 45 CFR §164.402.
- b. "Business Associate" shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.
- c. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
- e. "Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.
- f. "Security Incident" shall have the same meaning as set forth in 45 CFR §164.304.
- g. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR § 164, Subparts A and C.
- h. "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
- b. Business Associate agrees to use appropriate safeguards designed to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement.
- c. Business Associate agrees to implement and maintain procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, and consistent with and as required of business associates by the HIPAA Rules. However, it



shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Business Associate.

d. Business Associate agrees to promptly report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific PHI which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.

e. Business Associate agrees to require any agent or subcontractor, to whom it delivers PHI for the purposes of assisting in providing services pursuant to the Services Agreement, to enter into a written agreement requiring such agent or subcontractor to provide privacy and security protections to such PHI at least as stringent as those required of Business Associate through this BAA.

f. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving such PHI in accordance with the terms and conditions of the Services Agreement, so the Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.

g. Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, if Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.

h. Business Associate agrees to document and make available to Customer the information required to provide an accounting of Disclosures of PHI, provided that Customer has provided Business Associate with information sufficient to enable Business Associate to know which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.



i. Unless otherwise expressly agreed in the Services Agreement, Business Associate shall promptly notify Customer of any requests by Individuals for access to or knowledge or correction of PHI, without responding to such requests, and Customer shall be responsible for receiving and responding to any such Individual requests.

j. To the extent the Business Associate is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR §164, Business Associate shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).

k. Business Associate agrees to make its internal practices, books, and records available to the Secretary of Health and Human Services (“Secretary”) for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

a. Business Associate may only Use or Disclose PHI as necessary to perform Services for, or on behalf of Customer pursuant to the Services Agreement.

b. Business Associate may Use or Disclose PHI as required by law.

c. Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request.

d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by Customer.

e. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Customer.

a. Customer shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer or Business Associate. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.



- b. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. Customer shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- e. Customer agrees that it will respond to a Covered Entity's or Individual's request for an accounting of disclosures of electronic health records under 45 CFR §164.528 in accordance with Section 13405(c)(3)(A) of the HITECH Act.

5. Term and Termination.

- a. Term. The term of this BAA shall commence as of the Effective Date and shall terminate automatically upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer.
- b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary or any other competent authority.
- c. Effect of Termination.
 - i. Except as provided in Section 5.c.ii. below, upon termination of this BAA for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Customer in accordance with the Services Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the



conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Services Agreement.

6. Miscellaneous.

a. **Indemnification.** Business Associate agrees to indemnify Customer from and against any fines or penalties imposed upon Customer as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Customer, which proceeding or action results directly and solely from any act or omission by Business Associate which is both a violation of the HIPAA Rules and a material breach of this BAA (“Claim”). Business Associate shall not be obligated to indemnify Customer for any portion of such fines or penalties resulting from (i) Customer’s violation of the HIPAA Rules or this BAA, (ii) the negligent or intentional acts or omissions of Customer, or (iii) Claims which otherwise could have been avoided or mitigated through the commercially reasonable efforts of the Customer. The foregoing indemnity obligation is expressly conditional on Customer granting Business Associate the right at Business Associate’s option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate’s right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not settle any claim requiring any admission of fault on the part of the Customer without its prior written consent, (ii) the Customer shall have the right to participate, at its own expense, in the claim or suit and (iii) the Customer shall cooperate with the Indemnifying Party as may be reasonably requested. The foregoing states Customer’s sole and exclusive remedy and CompuClaim’s sole liability for any loss, damage, expense or liability of Customer for any Claims in connection with this BAA.

b. **Injunctive Relief.** Business Associate acknowledges that any unauthorized Use or Disclosure of PHI by Business Associate may cause irreparable harm to Customer for which Customer shall be entitled, if it so elects, to seek injunctive or other equitable relief.

c. **Regulatory References.** A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.

d. **Amendment.** The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the



date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Services Agreement upon providing not less than thirty (30) days' written notice to the other party.

e. Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.

f. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

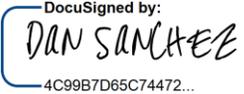
g. Independent Contractor. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate's conduct in the course of performing the Services, other than through the enforcement of this BAA or the Services Agreement, or the mutual amendment of same.

h. Counterparts and Electronic Signatures. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures may be made and delivered electronically and shall have the same force and effect as original signatures.

i. Precedence; Entire Agreement. Any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules. This BAA constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, agreements and understandings relating to the HIPAA Rules, including any and all prior business associate agreements between the parties.

Sacramento City Unified School District

CompuClaim, Inc.

By: 
4C99B7D65C74472...
(Signature)

By: 
(Signature)

Name: Dan Sanchez

Name: Michelle Pope

Title: Purchasing Manager

Title: President, COO

Date: 06/28/2021

Date: 8/5/21



Contract Schedule C Enhanced Consulting Support Services

This agreement is made between **CompuClaim, Inc.** and the Sacramento City Unified School District, hereinafter called the **SCUSD**, this September_, 2021 as an addendum to our existing contract dated July 1, 2020.

Enhanced Consulting Support Services will provide Sacramento City Unified School District additional support and oversight to ensure the district has a support staff person working directly with the Medicaid Coordinator/Director of Special Education to oversee their Medicaid program.

Sacramento City Unified School District has the potential increase their reimbursement revenue annually. To reach this potential the district requires a well-developed plan to document all eligible services and optimize all opportunities with complete oversight and management of their program.

Based on limited Administrative district staff to effectively oversee the CA Local Educational Agency-Billing Option Program (hereinafter called LEA BOP), CompuClaim will assign an Account Manager to provide additional consulting support services as outlined below.

Schedule C: Consulting Support Services

CompuClaim will provide Consulting Support Services to the Sacramento City Unified School District during the 2021-2022 school year that includes the following additional support services:

- Identify and review all eligible services as outlined in the CA Medi-Cal SPA are being provided and logged for all students.
- Performance report review will be conducted on a monthly basis and submitted to the Director of Special Education by the assigned Account Manager. Details of providers and caseloads will be reviewed to ensure all staff are logging services in a timely fashion to facilitate Medicaid reimbursement. As part of the performance review process, the Account Manager will:
 - Communicate directly with in-district providers who are behind in logging activities, and
 - Ensure all allowable providers are established in the service portal by reviewing the districts TSP list
- Work with the Director to update all providers using the service portal and update users.
- Provide assistance with entering parental consents and ensuring district receives monthly status reports on outstanding consent.
 - Parental consent is required for all IEP/IFSP services.



- CompuClaim will provide assistance with entering provider NPI for prescription into the service portal, ensuring district receives monthly status reports, and provide education and guidance as necessary to district administration around the procurement physician ORP NPI;
- CompuClaim will conduct biweekly meetings with the Director of Special Education. In these updates we will discuss any outstanding services that are not being captured according to held services and where SCUSD is with reimbursement for the year. CompuClaim will provide:
 - Detailed forecast of services that is/is not currently being captured to improve reimbursement for the district

Consulting Support Services Compensation

CompuClaim will provide Sacramento City Unified School District with consulting support services during the 2021-2022 SY to provide more intensive oversight and management of their existing School Based Medicaid program.

The *SCUSD agrees* to pay *CompuClaim, Inc.* of consulting support services as outlined in this **Schedule C**, a monthly fee of \$5,000.00 beginning October 1, 2021 thru December 30, 2021. This amount will be invoiced monthly upon signed agreement for consulting support services. The designated CompuClaim staff member will conduct one district meeting at the initial implementation of this contract and then conduct monthly telephone meetings with the Director to keep the district apprised of the progress and action items requiring attention

Enhanced consulting support services will be invoiced on a monthly basis starting with May 2021 invoices. If the district does not wish to extend the consulting services agreement past **December 30, 2021**, then the district must notify CompuClaim in writing at least 30 days before the addendum end date.

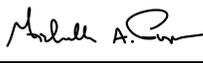
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their signatures below.

District

CompuClaim, Inc.

By: 

(Signature)

By: 

(Signature)

Name: Rose Ramos

Name: Michelle Pope

Title: CBO

Title: President, COO

Date: 09/08/2021

Date: 9/13/21



Business Services

Contracts Office

5735 47th Avenue, Sacramento, CA 95824

(916) 643-2464

Jorge Aguilar, Superintendent

Rose Ramos, Chief Business Officer

Letter of Agreement

Pursuant to the terms of Sacramento City Unified School District's RFP #22-03 for CABLING INFRASTRUCTURE, (Name of Company) K S Telecom Inc.'s response to RFP #22-03, dated (mm/dd/yyyy) 01/14/2022, (Name of Company) K S Telecom Inc. will provide the equipment and services per RFP #22-03 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) K S Telecom Inc. and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified School District for E-Rate 2022 (Year 25), and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

(Name of Company)

Authorized Representative Signature



Authorized Representative Signature

Date

01/14/2022

Date

Rose Ramos

Eric Vander Linden

Name

Name

Chief Business Officer

Title

5735 47th Avenue Sacramento, CA 95824

Address

Rose-f-ramos@scusd.edu

Email

916-643-9055

Phone

V.P. of Operations

Title

PO Box 330 Penryn, CA 95663

Address

evl@KSTelecomInc.com

Email

916-652-4735

Phone



P O Box 330
Penryn, CA 95663-0330
916 652-4735 x 210
916 652-4296 Fax
www.KSTelecomInc.com
jpb@KSTelecomInc.com

January 13, 2022

Sacramento City Unified School District

RFP 22-03 Cabling Infrastructure for E-Rate Year 25

Addendum 1 Acknowledged

K S Telecom, Inc. (KST) is providing a quote for the exterior WAP cabling, fiber optic cabling, connectivity and certification for the 16 sites listed in the RFP Addendum #1 documentation for Sacramento City Unified School District - Cabling Infrastructure for E-Rate Year 25 project. **KST** is quoting a Ortronics connectivity and Belden cabling solution.

Exterior WAP Copper Cabling

KST will provide, install, and terminate a total of **(122)** CAT 6A riser-rated copper cables (2 per WAP) from the existing MDF/IDF locations to the **(61)** new exterior WAP locations as described in the RFP Addendum #1 documentation. The cables will terminate onto CAT 6A jacks within new or existing 24-port modular patch panels at the existing MDF/IDF locations and onto CAT 6A modular ends at the exterior WAP locations. **KST** is utilizing the 200ft cable length estimate provided by the district to provide a total of **(24,400ft)** of CAT 6A copper cabling. Cable and jack colors are to be matched with the *Data Cable Listing* document provided by the district.

No plenum-rated or outside plant rated areas were addressed during the site walk, therefore, all cabling quoted is riser-rated and all locations are deemed to be at the same location as the IDF. If any plenum-rated or outside plant rated cabling exists, that can be accommodated with the contingency.

Fiber Optic Cabling

KST will provide, install, and terminate **(45,263ft)** of 12-strand single-mode indoor/outdoor plenum-rated fiber optic cabling from the existing MDF to each existing IDF location per the as-builts and RFP documentation provided by the district. The fiber optic cabling will be terminated onto adapter panels using connectorized pigtails within a fiber enclosure at the MDF/IDF locations for each campus. Fiber optic cabling will route within existing pathway as no pathways were outlined during the site walk. All connected fiber optic strands will be fusion spliced.

Pathway (J-Hooks)

KST will install up to 25ft of J-Hook pathway per exterior WAP location as no pathways were disclosed during the site walk. If additional J-Hook pathways or any conduit, surface mount raceway, sleeves, etc. are required, they will be dealt within the contingency. If this amount exceeds the contingency, then the remainder will be billed towards the district.

Testing, ID & Documentation

All newly installed CAT 6A copper cables, by **KST**, will be tested to CAT 6A standards with a Fluke level IV tester. All newly installed fiber optic cables by **KST**, will be tier 1 and Tier 2 (PMLS, 2 wave lengths, bi-directional & OTDR traced) tested to meet or exceed loss limits. Electronic as-built drawings can be provided to the customer upon completion of the project, provided electronic site drawings in CADD or Visio are made available to **KST**. Hand-marked as-built drawings may be provided otherwise. To be more environmentally friendly, summary soft copies of the test results will be provided to the customer, at the project's conclusion.

KST will label all newly installed cables, faceplates, LIUs, surface mount boxes, patch panels and rack systems to site standards. All cables will be labeled, using mechanically printed labels.

The base price for this project is: \$359,800.00

*This price includes materials, labor, shipping, and tax.

**This project is quoted using prevailing wage rates.

***This quote is valid through 09/30/2023.

****Project is quoted at normal work hours M-F, excluding holidays, 7:00am to 5:00pm. If project requires work outside of the normal work hours additional charges may apply.

*******Vendors have indicated throughout the quoting process, that there is a minimum of 10-12 week lead time for manufacturing the cabling once ordered. Once the PO is received, KST will order the cabling.**

Add Option 1 - Copper/Fiber Optic Patch Cords: \$9,200.00

*This price includes materials, shipping, and tax. No labor is included in this option.

- (184) Single-mode LC to LC 2-meter fiber optic patch cords
- (122) CAT 6A 3ft copper patch cords

Add Option 2 – Replacement of existing MDF Fiber LIUs: \$13,000.00

*This price includes materials, labor, shipping, and tax for the 13 sites with new fiber cabling.

Add optional 10% contingency is: \$38,200.00

***KST** will only bill for what is necessary and approved by the district.

**Any remaining contingency will not be billed.

This Project Excludes:

1. Providing, installing, programming, etc. any active components.
2. Any electrical work.
3. Pathways including conduit, boxes, fire rated pathways, fire blocking, sleeves, strings, surface mount raceway, etc. (Per the above, **KST** has provided no new pathways for the

fiber optic system and 25ft of J-Hook pathway per exterior WAP location. Any additional pathway would require contingency or district funds).

4. MDF or IDF build outs, including plywood backboards, grounding feeds and busbars.
5. Physical cross connections.
6. Fire, Intrusion, AV, Clock/bell, assisted listening, etc. cabling or components.
7. Asbestos, lead paint, or any other hazardous removal or abatement (No Hazardous materials were addressed during the site walk. Any penetration of these materials would be done under the contingency or by the district).
8. Any painting of conduits, boxes, etc.
9. Voice feeds, hardware, and terminations.
10. Fiber feed counts more than 12 strands per MDF/IDF.
11. Cable tray or ladder rack supports.
12. Wire Management as new copper cabling per MDF/IDFs is minimal.
13. Copper or fiber optic patch cords unless the option for these is taken.
14. Overtime, weekends, or holidays
15. MDF/IDF Cabinets (Not required per the site walk).
16. Training of any kind.
17. Demolition of fiber optic cabling.
18. COVID related costs, testing, delays, etc.
19. Anything other than noted above as this is how we understand the project based off the information that has been provided.

Warranty Information

K S TELECOM, Inc. warrants all materials and craftsmanship, installed, or performed by **KST** to be free from defects for a ***period of 2 years from*** the date of substantial completion. **KST** shall fix or replace, at its sole discretion, all defective materials and/or craftsmanship, at no charge to the customer, excluding damage because of negligence, abuse, misuse, and/or acts of God. Normal and customary service charges shall apply for the diagnosis of repair or non-warranted defects. Any changes to LAN/WAN configuration or programming after acceptance is the responsibility of the customer.

KST has multiple BICSI RCDD's on staff to oversee the project along with BICSI certified technicians and installers to do the on-site installation.

C-7, Contractor License #: 790922

Expires 2-28-23

DIR# 1000000120

Please call or email if you have questions.

Sincerely,



JP Baysari

Project Manager/Estimator

K S Telecom, Inc.

(916) 652-4735 Office ext. 250

(310) 776-2824 Cell

jpb@KSTelecomInc.com



Business Services

Contracts Office

5735 47th Avenue, Sacramento, CA 95824
(916) 643-2464

Jorge Aguilar, Superintendent
Rose Ramos, Chief Business Officer

Letter of Agreement

Pursuant to the terms of Sacramento City Unified School District's RFP #22-04 for CATEGORY TWO EQUIPMENT, (Name of Company) AMS.NET, Inc.'s response to RFP #22-04, dated (mm/dd/yyyy) 1/12/2022, (Name of Company) AMS.NET, Inc. will provide the equipment and services per RFP #22-04 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) AMS.NET, Inc. and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified School District for E-Rate 2022 (Year 25), and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

(Name of Company) AMS.NET, Inc.

Authorized Representative Signature

Diana Monaghan
Authorized Representative Signature

Date

1/12/2022
Date

Rose Ramos

Diana Monaghan
Name

Name

Chief Business Officer

Title

5735 47th Avenue Sacramento, CA 95824

Address

Rose-f-ramos@scusd.edu

Email

916-643-9055

Phone

Secretary

Title

502 Commerce Way, Livermore, CA

Address

OrderTracking@ams.net 94551

Email

925-245-6100

Phone

Project Cost Summary – SCUSD – E-Rate 25 – Category Two Equipment

Project Information

Sacramento City Unified School District E-Rate
25 - Multiple Sites - Category Two Equipment -
95275
Project # 95275
January 10, 2022

Account Manager

Jared Bayless
jbayless@ams.net
(925) 245-6186

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00058787	E-Rate 25 - Multiple Sites - Category Two Equipment - 95275	\$47,558.55	\$3,789.81	\$51,348.36

Project Summary

Project Total	\$47,558.55
Estimated Total Taxes	\$3,789.81
Grand Total	\$51,348.36

Vendor: AMS.NET
Address: 502 Commerce Way, Livermore, CA 94551
Phone: 925-245-6100
SPIN: 143005880



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
www.ams.net

Customer Quotations

Customer

Sacramento City Unified School District
 5735 47TH Ave Fl 2 Sacramento, CA 95824-4528
 ATTN: Bob Lyons

Project Name	Sacramento City Unified School District E-Rate 25 - Multiple Sites - Category Two Equipment - 95275
Project #	95275
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Teri Edwards
IAM Phone	(925) 245-6149
IAM Email	tedwards@ams.net

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00058787, E-Rate 25 - Multiple Sites - Category Two Equipment - 95275					
1	C9124AXI-B-EDU Cisco Catalyst 9124AX Series - EDU	Cisco Systems Inc.	39.00	\$1,110.57	\$43,312.23
2	NETWORK-PNP-LIC Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	39.00	\$0.00	\$0.00
3	AIR-AP-NO-BRACKET AP Bracket Not Required	Cisco Systems Inc.	39.00	\$0.00	\$0.00
4	SW9124AX-CAPWAP-K9 Capwap software for Catalyst 9124AX	Cisco Systems Inc.	39.00	\$0.00	\$0.00
5	CDNA-E-C9124 Wireless Cisco DNA On-Prem Essentials, 9124Tracking	Cisco Systems Inc.	39.00	\$0.00	\$0.00
6	DNA-E-3Y-C9124 C9124AX Cisco DNA On-Prem Essential,3Y Term,Trk Lic	Cisco Systems Inc.	39.00	\$0.00	\$0.00
7	AIR-DNA-EDU-E EDU Aironet CISCO DNA Essentials Term Licenses	Cisco Systems Inc.	39.00	\$0.00	\$0.00
8	EDU-DNA-E-3Y CISCO DNA Essential Term Licenses for EDU SKUs - 3 Years	Cisco Systems Inc.	39.00	\$108.88	\$4,246.32
9	PI-LFAS-AP-T Prime AP Term Licenses	Cisco Systems Inc.	39.00	\$0.00	\$0.00
10	PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	Cisco Systems Inc.	39.00	\$0.00	\$0.00



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax

www.ams.net

11	AIR-DNA-E-T Aironet AP License Term Licenses	Cisco Systems Inc.	39.00	\$0.00	\$0.00
12	AIR-DNA-E-T-3Y Aironet DNA Essentials 3 Year Term License	Cisco Systems Inc.	39.00	\$0.00	\$0.00
13	AIR-DNA-NWSTACK-E AIR CISCO DNA Perpetual Network Stack	Cisco Systems Inc.	39.00	\$0.00	\$0.00
14	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
				Subtotal:	\$47,558.55
				Estimated Tax:	\$3,789.81
				Quote Total:	\$51,348.36

Order Summary

Project Total	\$47,558.55
Estimated Total Taxes	\$3,789.81
Grand Total	\$51,348.36



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

Meeting Date: February 17, 2022

Subject: Approve Personnel Transactions

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): Safe, Clean and Healthy Schools

Documents Attached:

1. Certificated Personnel Transactions Dated February 17, 2022
2. Classified Personnel Transactions Dated February 17, 2022

<p>Estimated Time of Presentation: N/A Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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Attachment 1: CERTIFICATED 2/17/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ANTON	SHI	B	Teacher, Elementary	JOHN CABRILLO ELEMENTARY	1/31/2022	6/30/2022	EMPLOY PROB 1/31/22
EARHART	ANGELA CRYSTAL	0	Teacher, Spec Ed	PARKWAY ELEMENTARY SCHOOL	1/27/2022	6/30/2022	EMPLOY PROB 1/27/22
JANSEN	CHRISTOPHER	0	Teacher, Elementary	A. M. WINN - K-8	1/3/2022	6/30/2022	EMPLOY PROB 1/3/22
ROSARIO	KIMBERLY	B	Teacher, High School	CAPITAL CITY SCHOOL	1/6/2022	6/30/2022	EMPLOY PROB 1/6/22
SIMES	ALISON	A	Teacher, Elementary	CAPITAL CITY SCHOOL	1/11/2022	6/30/2022	REEMPL PERM 1/11/22
LEAVES							
AVELAR	VERONICA	A	Teacher, Elementary	PETER BURNETT ELEMENTARY	1/1/2022	2/12/2022	LOA (PD) PDL 1/1-2/12/22
AVELAR	VERONICA	A	Teacher, Elementary	PETER BURNETT ELEMENTARY	2/13/2022	5/13/2022	LOA (PD) FMLA/CFRA 2/13-5/13/22
CISNEROS	LILIA	A	Teacher, Elementary	CESAR CHAVEZ INTERMEDIATE	12/16/2021	2/24/2022	LOA (PD) 12/16-2/24/22
CRAIG	KATHERINE	A	Training Specialist	ETHEL PHILLIPS ELEMENTARY	1/3/2022	1/28/2022	LOA (PD) FMLA/CFRA 1/3-28/22
CRAIG	KATHERINE	A	Training Specialist	ETHEL PHILLIPS ELEMENTARY	1/29/2022	6/30/2022	LOA RTN (PD) FMLA/CFRA 1/29/22
GRIFFITH	ARIKA	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	1/28/2022	4/17/2022	LOAPD/PDL 1/28-4/17/22
GRIFFITH	ARIKA	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	4/18/2022	6/10/2022	LOAPD/FMLA/CFRA 4/18-6/10/22
HACK	BRANDY	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	12/13/2021	2/28/2022	LOA AMEND (PD) 12/13-2/28/22
HACK	BRANDY	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	3/1/2022	5/31/2022	LOA AMEND (PD) FMLA/CFRA 3/1-5/31/22
LINCOLN	AMY	A	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	2/4/2022	4/15/2022	LOA (PD) 2/4-4/15/22
LINCOLN	AMY	A	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	4/16/2022	6/16/2022	LOA (PD) FMLA/CFRA 4/16-6/16/22
LINCOLN	AMY	A	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	6/17/2022	6/30/2022	LOA RTN (PD) FMLA/CFRA 6/17/2022-6/30/2022
MCLEAN	KAITLIN	C	Resource Spec Tchr, SE, Elem	CALEB GREENWOOD ELEMENTARY	1/10/2022	5/10/2022	LOA (PD) 1/10-5/10/22
NIEHAUS	MARIBETH	B	Librarian, Middle School	LEONARDO da VINCI ELEMENTARY	2/1/2022	6/30/2022	LOA (UNPD) ADMIN 2/1/22
REED	MICHAEL	A	Teacher, High School	ROSEMONT HIGH SCHOOL	1/12/2022	1/31/2022	LOA (PD) 1/18-1/31/22
REYES	OCTOBER	A	Teacher, Elementary Spec Subj	PONY EXPRESS ELEMENTARY SCHOOL	1/16/2022	2/28/2022	LOA EXT (PD) 1/16-2/28/22
WILLIAMS	ENA	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	1/3/2022	6/30/2022	LOA RTN 1/3/22
WRIGHT	CORBIN	A	Teacher, Spec Ed	MARK TWAIN ELEMENTARY SCHOOL	1/27/2022	4/28/2022	LOA (PD) FMLA/CFRA 1/27-4/28/22
ZARBACK	MELANIE	A	Teacher, Elementary	A. M. WINN - K-8	2/28/2022	6/30/2022	LOA EXT (PD) 2/28-6/30/22
RE-ASSIGN/STATUS CHANGE							
ALDAMA	ASHLYN	A	Inst Aid, Spec Ed	ALBERT EINSTEIN MIDDLE SCHOOL	1/19/2022	6/30/2022	REA 1/19/22
ARRIAGA	SHAUNNA	A	Teacher, Resource, Special Ed.	SUTTER MIDDLE SCHOOL	1/20/2022	6/30/2022	REA 1/20/22
BLACKWOOD	STEVEN	B	Asst Prncpl, Supt Prty(Mid)	WILL C. WOOD MIDDLE SCHOOL	1/3/2022	6/30/2022	REA/STCHG 1/3/22
GLASPER	JACKI	B	Principal, Middle School	SUCCESS ACADEMY	1/10/2022	6/30/2022	REA/STCHG 1/10/22
REYES	RICHARD	C	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	11/1/2021	6/30/2022	STCHG 11/1/21
SEYFORD	KIMBERLY	B	Counselor, High School	NEW TECH	11/29/2021	6/30/2022	STCHG 11/29/2021
SEPARATE / RESIGN / RETIRE							
BEALL	CHARLES	A	Teacher, High School	WEST CAMPUS	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
BEDFORD	JEFFREY	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
TRANSFER							
EWING	CHARLES	A	Teacher, Resource, Special Ed.	SUCCESS ACADEMY	2/1/2022	6/30/2022	TR 2/1/22
JOHNSON	JOSEPH	A	Teacher, High School	GEO WASHINGTON CARVER	1/3/2022	6/30/2022	TR 1/3/22
SEIFERT	ALEXANDRIA	0	Teacher, Resource, Special Ed.	LUTHER BURBANK HIGH SCHOOL	10/1/2021	2/21/2022	TR 10/1/21
TERRELL	LESLEY-ANNE	A	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	1/31/2022	6/30/2022	TR 1/31/22

Attachment 2: CLASSIFIED 2/17/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
CARLTON	KRISHANA	B	Clerk I	BOWLING GREEN ELEMENTARY	1/10/2022	6/30/2022	EMPLOY PROB 1/10/22
CRUZ	MONICA	B	Clerk II	ALICE BIRNEY WALDORF - K-8	1/3/2022	6/30/2022	EMPLOY PROB 1/3/22
GONZALEZ-PEREZ	JUAN	B	Custodian	ROSA PARKS MIDDLE SCHOOL	11/29/2021	6/30/2022	EMPLOY PROB 1/22/22
ILDEFONSO	MIRNA	B	Office Tchncn III	FERN BACON MIDDLE SCHOOL	1/3/2022	6/30/2022	EMPLOY PROB 1/3/22
LYMAS	GAIL	B	Noon Duty	ABRAHAM LINCOLN ELEMENTARY	1/5/2022	6/30/2022	EMPLOY PROB 1/5/22
LYNN	BEVERLY	B	Instructional Aide	A. M. WINN - K-8	1/18/2022	6/30/2022	EMPLOY PROB 1/18/22
RAMSEY	MAURISSA	B	Clerk III	HIRAM W. JOHNSON HIGH SCHOOL	10/18/2021	6/30/2022	EMPLOY PROB 10/18/21
RAMSEY	MAURISSA	B	Office Tchncn III	HIRAM W. JOHNSON HIGH SCHOOL	10/18/2021	6/30/2022	EMPLOY PROB 10/18/21
SANDOVAL	BRIAN	B	Inst Aid, Spec Ed	ENGINEERING AND SCIENCES HS	1/10/2022	6/30/2022	EMPLOY PROB 1/10/22
SINGH	ASHNEAL	B	Inst Aid, Spec Ed	WILL C. WOOD MIDDLE SCHOOL	1/3/2022	6/30/2022	EMPLOY PROB 1/3/22
VILLALOBOS	VERONICA	B	Noon Duty	PARKWAY ELEMENTARY SCHOOL	1/3/2022	6/30/2022	EMPLOY PROB 1/3/22
VILLARREAL	RENEE	A	Inst Aid, Spec Ed	PONY EXPRESS ELEMENTARY SCHOOL	1/10/2022	6/30/2022	REEMPL PERM 1/10/22
VIRAY	MICHELLE	B	Noon Duty	CALEB GREENWOOD ELEMENTARY	1/18/2022	6/30/2022	EMPLOY PROB 1/18/22
LEAVES							
BLOUNT	ALEXANDRIA	A	School Office Manager II	CALIFORNIA MIDDLE SCHOOL	12/3/2021	12/17/2021	LOA (PD) FMLA/CFRA 12/3-12/17/21
BLOUNT	ALEXANDRIA	A	School Office Manager II	CALIFORNIA MIDDLE SCHOOL	12/18/2021	2/25/2022	LOA (PD) EXT FMLA/CFRA 12/18-2/25/22
COLOZZI	LEA	A	Morning Duty	CROCKER/RIVERSIDE ELEMENTARY	1/31/2022	3/14/2022	LOA RTN (PD) 3/15/22
COLOZZI	LEA	A	Noon Duty	CROCKER/RIVERSIDE ELEMENTARY	1/19/2022	1/23/2022	LOA (PD) 1/31-3/14/22
EVANS III	GEORGE	A	Custodian	ROSA PARKS MIDDLE SCHOOL	3/8/2022	6/30/2022	LOA (UNPD) EXT 3/1-6/30/22
JOHNSON	EBONY	A	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	10/20/2021	10/31/2021	LOA EXT (PD) 1/13-2/9/22
MILLER	CHEVELLA	B	School Plant Ops Mngr I	ENGINEERING AND SCIENCES HS	1/11/2022	1/18/2022	LOA (UNPD) 1/11-1/18/22
MILLER	CHEVELLA	B	School Plant Ops Mngr I	ENGINEERING AND SCIENCES HS	12/1/2021	6/30/2022	LOA (PD) 1/19-1/23/22
MILLER	CHEVELLA	A	School Plant Ops Mngr I	ENGINEERING AND SCIENCES HS	1/21/2022	6/30/2022	LOA RTN (PD) 1/24/22
MORENO MUNOZ	ROSALBA	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	1/21/2022	6/30/2022	LOA RTN (UNPD) 12/1/21
RAMIREZ FOURKILLER	STEPHEN	A	Noon Duty	CAROLINE WENZEL ELEMENTARY	1/13/2022	2/9/2022	AMENDED LOA (PD) 3/8-6/30/22
TORIZ DE MEDINA	MARIA	A	Career Information Technician	LUTHER BURBANK HIGH SCHOOL	1/15/2022	1/20/2022	LOA (PD) HE 1/15-1/20/22
TORIZ DE MEDINA	MARIA	A	Career Information Technician	LUTHER BURBANK HIGH SCHOOL	1/21/2022	6/30/2022	LOA (UNPD) HE 1/21-6/30/22
TORIZ DE MEDINA	MARIA	A	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	1/15/2022	1/20/2022	LOA (PD) HE 1/15-1/20/22
TORIZ DE MEDINA	MARIA	A	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	1/21/2022	6/30/2022	LOA (UNPD) HE 1/21/22-6/30/22
VILLA	MARY	A	Inst Aid, Spec Ed	NICHOLAS ELEMENTARY SCHOOL	3/1/2022	6/30/2022	LOA EXT(UNPD)PC 10/11-4/1/22
RE-ASSIGN/STATUS CHANGE							
BRASHEAR	STACY	A	Noon Duty	LEONARDO da VINCI ELEMENTARY	9/2/2021	6/30/2022	STCHG 9/2/21
CARLTON	KRISHANA	A	Instructional Aide	BOWLING GREEN ELEMENTARY	1/10/2022	6/30/2022	STCHG 1/10/22
DAVIE	BRYN	B	Morning Duty	A. M. WINN - K-8	9/2/2021	6/30/2022	STCHG 9/2/21
ESHANZAI	MOHAMMAD	Q	Teacher Assistant, Bilingual	C. K. McCLATCHY HIGH SCHOOL	11/18/2021	6/30/2022	STCHG 11/18/21
GUILLEN	MARIA		Custodian	JOHN F. KENNEDY HIGH SCHOOL	1/18/2022	6/30/2022	REA 1/18/22
MARLEY	ANGELA	B	Noon Duty	LEONARDO da VINCI ELEMENTARY	9/2/2021	6/30/2022	STCHG 9/2/21
MCDANIEL	ANDREA	B	Noon Duty	PHOEBE A HEARST BASIC ELEM.	9/23/2021	6/30/2022	STCHG 9/23/21
ROBERTS	JERIST	B	Youth/Family Mntl Hlth Adv	JOHN F. KENNEDY HIGH SCHOOL	1/18/2022	6/30/2022	REA/STCHG 1/18/22
STEELE	RENEE	A	Noon Duty	JOHN D SLOAT BASIC ELEMENTARY	9/2/2021	6/30/2022	STCHG 9/2/21
THOMSEN	SOPHIA	B	School Office Manager II	ALICE BIRNEY WALDORF - K-8	1/3/2022	6/30/2022	REA/STCHG 1/3/22
TOVAR	SOCORRO	A	Noon Duty	LEONARDO da VINCI ELEMENTARY	9/30/2021	6/30/2022	STCHG 9/30/21
TREJO	MARIAN	A	Noon Duty	ETHEL PHILLIPS ELEMENTARY	9/2/2021	6/30/2022	STCHG 9/2/21
SEPARATE / RESIGN / RETIRE							
ARELLANES	MARGARET	A	School Plant Ops Mngr I	ETHEL I. BAKER ELEMENTARY	7/1/2021	1/31/2022	SEP/RETIRE 1/31/22
BOWMAN	ADRIENNE	A	Teacher Asst Bil II - Spanish	A. M. WINN - K-8	7/1/2021	10/31/2021	SEP/RESIGN 10/31/21
ELIKORASMYTHE-JONES	AILEEN-LINGLING	B	Noon Duty	MATSUYAMA ELEMENTARY SCHOOL	12/2/2021	1/3/2022	SEP/RESIGN 1/3/22
GIPSON	DEBORAH	A	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2021	3/13/2022	SEP/RESIGN 3/13/2022
GRIFF	THEMARIS	A	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	7/1/2021	11/30/2021	SEP/RESIGN 11/30/21
HARRISON	TAMARA	B	Noon Duty	ELDER CREEK ELEMENTARY SCHOOL	10/13/2021	10/14/2021	SEP/RESIGN 10/14/21
NEVAREZ	LETICIA	B	Clerk III	HIRAM W. JOHNSON HIGH SCHOOL	8/30/2021	1/31/2022	SEP/RESIGN 1/31/22
NEVAREZ	LETICIA	B	Office Tchncn III	HIRAM W. JOHNSON HIGH SCHOOL	8/30/2021	1/31/2022	SEP/RESIGN 1/31/22
NGUYEN	VUONG	A	Morning Duty	CAROLINE WENZEL ELEMENTARY	10/1/2021	1/15/2022	SEP/RESIGN 1/15/22
NGUYEN	VUONG	A	Noon Duty	CAROLINE WENZEL ELEMENTARY	10/1/2021	1/15/2022	SEP/RESIGN 1/15/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
UHLIG	SALLY	A	Office Tchncn II	AMERICAN LEGION HIGH SCHOOL	7/1/2021	3/31/2022	SEP/RETIRE 3/31/22
TRANSFER							
FLORES	JOSHUA	A	Custodian	ROSA PARKS MIDDLE SCHOOL	1/24/2022	6/30/2022	TR 1/24/22
LUKE	CHRISTOPHER	A	Custodian	SAM BRANNAN MIDDLE SCHOOL	1/3/2022	6/30/2022	TR 1/3/22
UHL	DONALD	A	Inst Aid, Spec Ed	ALBERT EINSTEIN MIDDLE SCHOOL	1/3/2022	6/30/2022	TR 1/3/22



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

Meeting Date: February 17, 2022

Subject: Approve Donations to the District for the Period of January 1 - 31, 2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Accept the donations to the District for the period of January 1-31, 2022

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Donations Report for the period of January 1-31, 2022

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA22-0001043	Posted	Jonathan Chase	6949	Check	01/18/22	280			BA220000258	Donation, Skate Ramps, J Ch	500.00
	01-0812-0-8690-	- - - -0410-				500.00					
BA22-0001044	Posted	The RMP Mason Family Trust	6931	Check	01/13/22	1064				Donation, The RMP Mason Fa	2,475.00
	01-0812-0-8690-	- - - -0510-				2,475.00					
BA22-0001049	Posted	(000665) FIDELITY CHARITABLE	6951	Check	01/20/22	11723839			BA220000259	Donation, Fidelity Charitable, (2,000.00
	01-0812-0-8690-	- - - -0384-				2,000.00					
BA22-0001050	Posted	(000670) THE BLACKBAUD GIVIN	6951	Check	01/20/22	1380012498			BA220000259	Donation,BOSTON SCIENTIF	74.00
	01-0812-0-8690-	- - - -0384-				74.00				Donation, Blackbaud, BOSTO	
BA22-0001051	Posted	AJ Bookkeeping and Tax Service Ir	6951	Check	01/20/22	1069			BA220000259	Donation, AJ Bookkeeping, Cl	20.00
	01-0812-0-8690-	- - - -0384-				20.00					
BA22-0001052	Posted	Akrun Muong	6951	Check	01/20/22	1417			BA220000259	Donation, A Muong, Ck1417	20.00
	01-0812-0-8690-	- - - -0384-				20.00					
BA22-0001053	Posted	Sin D Lam	6951	Check	01/20/22	1630			BA220000259	Donation, S Lam, Ck1630	30.00
	01-0812-0-8690-	- - - -0384-				30.00					
BA22-0001054	Posted	Jingming Feng	6951	Check	01/20/22	1147			BA220000259	Donation, J Feng, Ck1147	50.00
	01-0812-0-8690-	- - - -0384-				50.00					
BA22-0001055	Posted	Asim Riaz	6951	Check	01/20/22	176			BA220000259	Donation, A Riaz, Ck176	50.00
	01-0812-0-8690-	- - - -0384-				50.00					
BA22-0001056	Posted	Baoqi Hu	6951	Check	01/20/22	2169			BA220000259	Donation, B Hu, Ck2169	100.00
	01-0812-0-8690-	- - - -0384-				100.00					
BA22-0001057	Posted	Azad Mojadedi	6951	Check	01/20/22	1255			BA220000259	Donation, A Mojadedi, Ck1255	100.00
	01-0812-0-8690-	- - - -0384-				100.00					
BA22-0001058	Posted	Fang Tang	6951	Check	01/20/22	2298			BA220000259	Donation, F Tang, Ck2298	100.00
	01-0812-0-8690-	- - - -0384-				100.00					
BA22-0001059	Posted	Qiang Shu	6951	Check	01/20/22	972			BA220000259	Donation, Q Shu, Ck972	100.00
	01-0812-0-8690-	- - - -0384-				100.00					
BA22-0001060	Posted	Kevin Walkow	6951	Check	01/20/22	124			BA220000259	Donation, K Walkow, Ck124	100.00
	01-0812-0-8690-	- - - -0384-				100.00					
BA22-0001061	Posted	Fang Tang	6951	Check	01/20/22	2297			BA220000259	Donation, F Tang, Ck2297	100.00
	01-0812-0-8690-	- - - -0384-				100.00					
BA22-0001062	Posted	Ria Zingapan Collado	6951	Check	01/20/22	149			BA220000259	Donation, R Collado, Ck149	100.00
	01-0812-0-8690-	- - - -0384-				100.00					

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 1/1/2022, Ending Receipt Date = 1/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA22-0001063	Posted	Michael W Falk	6951	Check	01/20/22	1233			BA220000259	Donation, M Falk, Ck1233	150.00
	01-0812-0-8690-	- - -	-0384-			150.00					
BA22-0001064	Posted	Katie Schiller-Tang	6951	Check	01/20/22	1101			BA220000259	Donation, K Schiller-Tang, Ck	200.00
	01-0812-0-8690-	- - -	-0384-			200.00					
BA22-0001065	Posted	Dennis R Carlson	6951	Check	01/20/22	4011			BA220000259	Donation, D Carlson, Ck4011	200.00
	01-0812-0-8690-	- - -	-0384-			200.00					
BA22-0001066	Posted	Aijuan Adrienne Chen	6951	Check	01/20/22	335			BA220000259	Donation, A Chen, Ck335	200.00
	01-0812-0-8690-	- - -	-0384-			200.00					
BA22-0001067	Posted	Yiming Ru	6951	Check	01/20/22	272			BA220000259	Donation, Y Ru, Ck272	200.00
	01-0812-0-8690-	- - -	-0384-			200.00					
BA22-0001068	Posted	Brian Steele	6951	Check	01/20/22	6036			BA220000259	Donation, B Steele, Ck6036	250.00
	01-0812-0-8690-	- - -	-0384-			250.00					
BA22-0001069	Posted	Brian Steele	6951	Check	01/20/22	6035			BA220000259	Donation, B Steele, Ck6035	250.00
	01-0812-0-8690-	- - -	-0384-			250.00					
BA22-0001070	Posted	An Vihn Ly	6951	Check	01/20/22	1088			BA220000259	Donation, A Ly, Ck1088	300.00
	01-0812-0-8690-	- - -	-0384-			300.00					
BA22-0001071	Posted	Jordan Fassler	6951	Check	01/20/22	2105			BA220000259	Donation, J Fassler, Ck2105	500.00
	01-0812-0-8690-	- - -	-0384-			500.00					
BA22-0001072	Posted	Sheau Wen Jou	6951	Check	01/20/22	554			BA220000259	Donation, S Jou, Ck554	500.00
	01-0812-0-8690-	- - -	-0384-			500.00					
BA22-0001073	Posted	Serena Liu	6951	Check	01/20/22	1275			BA220000259	Donation, S Liu, Ck1275	3,000.00
	01-0812-0-8690-	- - -	-0384-			3,000.00					

Total for Sacramento City Unified School District 11,669.00

Fund-Object Recap

01-8690	Donation Board Acknowledgement	11,669.00
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Fund 01 - General Fund 11,669.00

Fiscal Year 2022

Total for Sacramento City Unified School District 11,669.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 1/1/2022, Ending Receipt Date = 1/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

BOTW AP - Bank of the West (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BW22-0000575	Posted	Presidio, Inc	6956	Check	01/12/22	7884			BOTW011222	29th Street Fundraiser, Presid	231.57
01-0812-0-8690-	-	-	-	-	-	0379-	231.57				
BW22-0000673	Posted	(0151-2) LEONARDO DA VINCI K-	6958	Check	01/25/22	18006			BOTW012522	Ofc Supplie Room 5, LDV PT	130.63
01-0812-0-8690-	-	-	-	-	-	0151-	130.63				
Total for Sacramento City Unified School District											12,031.20

Fund-Object Recap

01-8690	Donation Board Acknowledgement	362.20
Fund 01 - General Fund		362.20
Total for Sacramento City Unified School District		12,031.20

Org Recap

Sacramento City Unified School District	
C - Check	11,669.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 1/1/2022, Ending Receipt Date = 1/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

BOTW AP - Bank of the West (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount

Org Recap

Sacramento City Unified School District (continued)

C - Check	362.20
Report Total	12,031.20

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 1/1/2022, Ending Receipt Date = 1/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1d

Meeting Date: February 17, 2022

Subject: **Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of January 1 - 31, 2022**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Approve attached list of warrants and checks.

Background/Rationale: The detailed list of warrants, checks and electronic transfers issued for the period of January 1-31, 2022 are available for the Board members upon request.

Financial Considerations: Normal business items that reflect payments from district funds.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Warrants, Checks and Electronic Transfers – January 1-31, 2022

<p>Estimated Time: N/A Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>
--

Warrants, Checks and Electronic Funds Transfers

January 2022

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97401336 - 97402362		\$ 17,522,442.57
		General (01)	\$ 12,595,927.04
		Charter (09)	\$ 135,551.54
		Adult Education (11)	\$ 87,879.22
		Child Development (12)	\$ 12,367.63
		Cafeteria (13)	\$ 1,616,915.85
		Building (21)	\$ 266,926.42
		Developer Fees (25)	\$ 62,506.54
		Self Insurance (67)	\$ 24,021.90
		Self Ins Dental/Vision (68)	\$ 2,249,311.81
		Payroll Revolving (76)	\$ 471,034.62
Alternate Cash Revolving Checks	00002105 - 00002106		\$ 1,330.49
		General (01)	\$ -
		Payroll Revolving (76)	\$ 1,330.49
Payroll and Payroll Vendor Warrants	97872927 - 97873850		\$ 4,530,776.15
		General (01)	\$ 1,208,024.07
		Charter (09)	\$ 46,308.48
		Adult Education (11)	\$ 6,837.41
		Child Development (12)	\$ 30,810.67
		Cafeteria (13)	\$ 131,998.20
		Payroll Revolving (76)	\$ 3,106,797.32
Payroll ACHs and Payroll Vendor EFTs	ACH 01412774 - 01418304 EFT 00000084 - 00000085		\$ 17,058,574.56
		General (01)	\$ 15,378,796.81
		Charter (09)	\$ 490,411.20
		Adult Education (11)	\$ 164,899.17
		Child Development (12)	\$ 413,632.34
		Cafeteria (13)	\$ 489,004.76
		Building (21)	\$ 35,410.49
		Self Insurance (67)	\$ 13,629.40
		Self Ins Dental/Vision (68)	\$ 12,157.37
		Payroll Revolving (76)	\$ 60,633.02
County Wire Transfers for Benefit, Debt & Tax	9700349621 - 9700349661		\$ 24,663,501.89
		General (01)	\$ 313,445.00
		Payroll Revolving (76)	\$ 24,350,056.89
Total	7527 items		\$ 63,776,625.66



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1e

Meeting Date: February 17, 2022

Subject: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of October 2021 through December 2021

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Human Resource Services

Recommendation: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of October 2021 through December 2021

Background/Rationale: The Williams Settlement Case and Education Code §35186 states that persons may now use the uniform complaint process to file complaints regarding deficiencies in instructional materials, facility problems, and teacher vacancy or mis-assignment. The District is required to report on these complaints to the Superintendent of the Sacramento County Office of Education. The report must contain the number of complaints by general subject area and the number of resolved and unresolved complaints.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Complaint Report – Attachment A-1

<p>Estimated Time of Presentation: N/A Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent</p>
--

Sacramento City Unified School District
Complaint Report
Submitted to the Superintendent
Sacramento County Office of Education
Pursuant to Education Code 35186

October 2021 through December, 2021

Number of Complaints	Instructional Material	Facilities	Teacher Vacancy and Misassignment	CAHSEE	Resolved	Unresolved
0	0	0	0	0	0	0
Total: 0						



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1f

Meeting Date: February 17, 2022

Subject: Approve Minutes of the January 13, 2022, Board of Education Meeting

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Superintendent's Office

Recommendation: Approve Minutes of the January 13, 2022, Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the January 13, 2022, Board of Education Regular Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: N/A</p>



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Christina Pritchett, President (Trustee Area 3)
Leticia Garcia, Vice President (Trustee Area 2)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Lisa Murawski (Trustee Area 1)
Jamee Villa (Trustee Area 4)
Darrel Woo (Trustee Area 6)
Lavinia Grace Phillips (Trustee Area 7)
Jacqueline Zhang, Student Member

Thursday, January 13, 2022

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824
(See Notice to the Public Below)

MINUTES

2021/22-17

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

Members of the public who wish to attend the meeting may do so by livestream at:
<https://www.scusd.edu/post/watch-meeting-live>

No physical location of the meeting will be provided to the public.

The meeting was called to order at 4:34 p.m. by President Pritchett, and roll was taken.

Members Present:

*President Christina Pritchett
Vice President Leticia Garcia
Second Vice President Chinua Rhodes
Lisa Murawski
Lavinia Grace Phillips
Darrel Woo*

Members Absent:

*Jamee Villa
Student Member Jacqueline Zhang arrived at 6:00 p.m. for Open Session.*

2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingJan13>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written

comment. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall allow a reasonable time for public comment on each agenda item, not to exceed 15 minutes in length, including communications and organizational reports. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever occurs first.

*Public Comment on Closed Session:
Sandra Hallsted*

3.0 CLOSED SESSION

While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.

- 3.1 Government Code 54956.9 - Conference with Legal Counsel:
a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Three Potential Cases)*
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*
- 3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

- 4.1 The Pledge of Allegiance*
- 4.2 Broadcast Statement*
- 4.3 Stellar Students – The Rosemont High School Football Team was introduced by President Pritchett*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

None

6.0 AGENDA ADOPTION

*Public Comment:
Terrence Gladney*

Destin Tholmer

President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Member Woo and seconded by Member Murawski. The Board voted unanimously to adopt the agenda.

7.0 PUBLIC COMMENT

15 minutes

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingJan13>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall allow a reasonable time for public comment on each agenda item, not to exceed 15 minutes in length, including communications and organizational reports. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever occurs first.

Public Comment:
LaShanya Breazell
Shawnda Westly
Cassandra Hoff
Christine Bankston
Cyd Jaghory
Damian Harmony
David Fisher
E. J. Soliz
Davina Martinez
Ellen Yin-Wycoff
Emily Hurley
Erin Duarte
Ingrid Hutchins
Hope Dennis
Justine Hearn
Kara Synhorst
Kevin Smith
Kimberly Buchholz
Kristin Goree
Mo Kashmiri
Samantha Benton
Sara Bailey
Shantra Muther
Taylor Kayatta
Julie Del Agua
Teresa Hanneman
Zachary Bryant
Zyanya Perez

8.0 SPECIAL PRESENTATION

Information

8.1 Update on Mandatory COVID-19 Vaccine for Eligible, Non-Exempt Students and Staff (Bob Lyons and Victoria Flores)

The team presented updates on the Omicron variant, Pfizer booster recommendations, CDPH masking mandate, SCPH Public Health Order for virtual public meetings, symptom and quarantine, and CDPH revised K-12 guidance.

Public Comment:

*Ingrid Hutchins
S. Westly
Terrence Gladney
Justine Hearn
Veronica Soliz
Cyd Jaghory
Lysa Twardosz
Mohammad Kashmiri*

Board Comments:

President Pritchett asked how many students have not been vaccinated that do not have an exemption. Chief Communications Officer Bob Lyons answered that the dashboard figures represent those aged 12 and older. Out of 39,374 eligible students, 25,126 have not reported for aged five and older. President Pritchett asked how many times a week students and staff are getting tested. Director of Student Support and Health Services Victoria Flores answered that testing is offered every day during school hours in the care room. President Pritchett asked how the District is addressing those that come for testing before school hours. Ms. Flores said that the testing hours will be adjusted to begin at 4:00 p.m. President Pritchett asked about the accuracy of the dashboard. Ms. Flores said the dashboard is updated twice per week, each Tuesday and Friday.

Member Murawski said she understands that all are anxious and on-edge right now, and she appreciates all that took the time to give public comment. She sees challenges in enforcement of the date for vaccinations in January. She foresees thousands of students barred from school without an alternative for their education and said that is not an acceptable outcome; therefore, she supports a pause in the

deadline date. She feels the percentage of compliance of those not submitting vaccination information is much lower than it should be, and she asked what could be done to improve this. Ms. Flores explained the challenges and replied that the outreach is continuing.

Member Phillips asked what the pause in mandate deadline would mean. Ms. Flores said that the District will move ahead with vaccination efforts, but also keep in mind all the competing demands at the school sites. Community Engagement Manager Nicole Kangas spoke about outreach efforts.

Superintendent Aguilar noted that the rate of exemption is extremely low and said advocacy will continue for increasing vaccination rates. Students not qualifying for exemption nor vaccinated by the mandate deadline would move into independent study, which is a very large number of approximately 7,000 to 8,000 students at this time.

Member Phillips asked if there has been any discussion of hazard pay or if COVID-19 funds could be used for the additional independent study students. Chief Business Officer Rose Ramos said that yes, COVID-19 funds can be used. Member Phillips noted a divide in the location of the number of cases in the District, and she feels this is not being addressed well regarding outreach. She clarified that the District would not be in a position to serve the influx of students into independent study if the mandate deadline was kept. Superintendent Aguilar said that is correct based on current numbers.

Second Vice President Rhodes asked if pausing the mandate deadline means that the District is extending the date so that parents and staff have more time to turn in their vaccination information or exemption request. The Board concurred that that is correct. He said he appreciates the public comments. He asked if there is COVID-19 leave for staff using one-time funds, and he requested that this subject be brought to the Board at a future regular board meeting. He also asked Ms. Flores how having the District become a provider better help the system repond to COVID-19, and possibly to future surges. Ms. Flores responded that having the capability to provide all the school immunizations along with the COVID-19 vaccination adds another provider to the county. This allows the District to continue and sustain the District's own efforts for the schools and community. It gives the District another resource that is in District control.

Vice President Garcia thanked everyone that called in to give public comment. She said her view would be to have an extension of the required date and not a pause. She said it is important to clarify that staff will focus on working with families to register to test. She added that the system cannot currently support the high percentage that have not vaccinated or submitted a form of exemption. She asked what requirements would go along with remote learning and asked to have discussion on reasons why the District is committed to having schools open. Superintendent Aguilar responded that legislation allowing distance learning lapsed on June 30th. In its stead, AB 130 gave students the opportunity to participate in independent study if they did not attend school in person. An additional challenge stems from the fact that the District has not reached an agreement related to continuity of learning with the labor partner. He added that additional information has been released by CDE related to steps that would need to be taken under Education Code. These steps require the District to consult with the county office and CDE if any possible closure due to staffing challenges were to arise. Vice President Garcia spoke about the importance of being proactive.

Student Member Zhang reminded that, at the beginning of the school year, she asked if there was a back-up plan for, in case COVID-19 gets too bad, students would return to distance learning. She had asked if there was a threshold to determine when schools would close down, and the answer was that there was no plan. She noted that now, after winter break, at least 40 percent of the class is out, either due to COVID-19 or the fear of the Omicron variant. She also noted that students staying home currently are not able to receive any instruction during their quarantine period and that, due to a lack of substitutes, hundreds of students are being placed in the auditorium, which is a breeding ground for COVID-19. Some students have two to three classes without a teacher. She asked if there should at least be a distance learning option for families to consider. She feels there is a need for this option as well due to the varied situations and learning styles of individual students. She asked if there is a plan to go back to distance learning. Superintendent Aguilar answered that the District is trying to get to a place where it can move into that learning mode given the current state legislation limitations. They are currently trying to resolve limitations in the case where a class or school would need to be closed.

Member Phillips requested hazard pay for staff be looked into.

8.2 *Trustee Area Redistricting – Full Demographic Presentation with Map Options (Ken Reynolds)*

Information

Ken Reynolds of SchoolWorks, Inc. presented trustee boundary maps that complied with the requirement to balance the population between the trustee areas. The location of schools in the District were also added, as was a small revision requested to plan A, which was shown as plan A2.

Public Comment:

*Rich Vasquez
Samantha Alvarez
Ariana Marmolejo*

Board Comments:

Vice President Garcia said she appreciates the additional maps and for clearly labeling the schools. She feels they need to be posted online. Again, she noted that she feels all District trustee areas need to have Title I schools.

Member Murawski said she supports having each area be representative.

8.3 *Local Control and Accountability Plan (LCAP) Quarterly Update (Steven Ramirez-Fong)*

Information

LCAP/SPSA Coordinator Steven Ramirez-Fong presented along with Counseling Services Director Christina Espinosa. They covered the purpose of the quarterly update, status of the California School Dashboard and Dataquest data releases, differentiated assistance status and required goal development, a summary of plans to engage with educational partners, and a look ahead to an annual update and one-time supplement to be presented in February.

Public Comment:

*Rich Vasquez
Terrence Gladney*

Board Comments:

Vice President Garcia asked how demand is kept up with regarding credit recovery. Ms. Espinosa answered that seats are recycled consistently. Vice President Garcia asked for more information on what the District is doing for dual enrollment space. She noted that the goal is to allow students to take up to 15 community college units per semester. Ms.

Espinosa said that an MOU is in the process of being finalized regarding dual enrollment. She explained what the MOU describes. Students will currently be able to take courses over the summer, and this would be after the regular summer school courses.

Member Murawski spoke about the challenges related to student achievement and the additional challenge brought about due to COVID-19. Therefore, she appreciates the focus on the data and pro-active intervention. She asked when the LCAP will come back to the Board. Mr. Ramirez-Fong answered that the annual update will be part of the February 17th Board meeting, and he gave more information on planned updates over the year.

Member Murawski made a motion to extend the meeting to 11:30 p.m. Vice President Garcia seconded, and the motion passed.

Second Vice President Rhodes thank Ms. Espinosa for the break down and said he is excited about the work being done regarding dual enrollment. He proposed that the District provide acceptance letters from Los Rios Community College to graduating high school students that would include contact information to a counselor. He also proposed having a pilot test program in Trustee Area 5 to see who actually goes to college.

**8.4 Resolution No. 3242: 1300 Strong Resolution
(Christina Espinosa)**

Action

The Director of College and Career Readiness and Master Scheduling Christina Espinosa presented and read the resolution.

*Public Comment:
Terrence Gladney
Rich Vasquez*

Board Comments:

Second Vice President Rhodes motioned to approve the resolution, and Member Murawski seconded. The resolution passed 5-1 with Member Phillips voting no and Member Villa absent.

9.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

9.1 Resolution No. 3246: In Support of AB 75, Kindergarten-Community Colleges Public Education Facilities Bond Act 2022 (Rose Ramos)

Action

Chief Business Officer Rose Ramos presented this resolution which supports placing a \$12 billion dollar statewide bond on the 2022 ballot to fund facilities projects.

*Public Comment:
Mo Kashmiri*

Board Comments:

Member Woo moved to approve and Vice President Garcia seconded; the motion was approved 6-0 with Member Villa absent.

10.0 COMMUNICATIONS

10.1 Employee Organization Reports:

Information

- *SCTA – No report given*
- *SEIU – Mohammad Kashmiri reported on behalf of SCTA*
- *TCS – No report given*
- *Teamsters – No report given*
- *UPE – No report given*

10.2 District Advisory Committees:

Information

- *Community Advisory Committee – No report given*
- *District English Learner Advisory Committee – No report given*
- *Local Control Accountability Plan/Parent Advisory Committee – No report given*
- *Student Advisory Council – No report given*
- *African American Advisory Board – No report given*

10.3 Superintendent’s Report (Jorge A. Aguilar)

Information

Superintendent Aguilar spoke about the staffing shortage and

the things that are being done to help such as increasing the number of days that substitutes can work in the same class. He also thanked the state of California for providing N-95 masks. Orders have been placed for N-94 masks which seem to be more comfortable for children. He said the District will be committed to a very rigorous testing structure to help mitigate the spread of COVID-19. He noted that there have been long lines for testing and asked those who come for testing be affiliated with the District in some way.

10.4 *President's Report (Christina Pritchett) – No report given*

Information

10.5 *Student Member Report (Jacqueline Zhang) – No report given*

Information

10.6 *Information Sharing By Board Members*

Information

Vice President Garcia thanked Member Murawski and Member Phillips for signing onto a letter addressed to the County Board of Supervisors in support of amending a county ordinance to ban the sale of all flavored tobacco products. She could not reach out to all Board members due to the Brown Act but said final action will be taken January 25th. Member Woo asked Vice President Garcia for a copy of the letter so that he can send to the Board of Supervisors as well.

Member Phillip said that she learned tonight that parents, teachers, classified staff, and students (including the Student Board Member) have said that the Board needs to step up in making adjustments to the best case scenarios. As elected officials, they are placed in their positions to listen, hear, process, and speak to the needs and concerns of constituents. She mentioned safety and learning and said it is imperative that there be a COVID-19 and safety agenda item at every Board meeting.

Second Vice President Rhodes shared that there is a recurring monthly fair at Success Academy at 2221 Matson Drive every third Saturday from 9:00 a.m. to 1:00 p.m. There will be no cost vaccinations and testing.

11.0 CONSENT AGENDA

Action

Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

11.1 Items Subject or Not Subject to Closed Session:

11.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion

(Rose F. Ramos)

11.1b Approve Personnel Transactions (Cancy McArn)

11.1c Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of December 2021 (Rose Ramos)

11.1d Approve Donations to the District for the Period of December 2021 (Rose Ramos)

11.1e Approve Resolution No. 3245: Authorizing Continued Use of Remote Teleconferencing Provisions Pursuant to AB 361 and Government Code Section 54953 (Anne Collins)

11.1f Approve Minutes of the November 18, 2021, Board of Education Meeting (Jorge A. Aguilar)

11.1g Approve Retention of Five Firms for the Construction Management Services Pool in Response to Request for Qualification (Rose Ramos)

President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Second Vice President Rhodes and seconded by Member Woo. The Board voted unanimously to adopt the Consent Agenda, with Member Villa absent.

12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

12.1 Business and Financial Information:

- *Purchase Order Report for the Period of November 15, 2021 through December 14, 2021 (Rose Ramos)*

President Pritchett received the Business and Financial Information/Reports.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *February 3, 2022, 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *February 17, 2022 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Workshop Meeting*

14.0 ADJOURNMENT

The Board went back into Closed Session at 11:20 p.m. Upon returning to Open Session, President Pritchett asked for a motion to adjourn the meeting; a motion was made by Member Woo and seconded by Member Murawski. The motion was passed unanimously. There were no announcements out of Closed Session, and the meeting adjourned at 12:00 a.m.

Jorge A. Aguilar, Superintendent and Board Secretary

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item will be available on the District's website at www.scusd.edu



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1

Meeting Date: February 17, 2022

Subject: Business and Financial Information

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Receive business and financial information.

Background/Rationale: Purchase Order Board Report for the Period of December 15, 2021 through January 14, 2022 and Enrollment and Attendance Report Month 4, Ending Friday, November 19, 2021

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Purchase Order Board Report for the Period of December 15, 2021 through January 14, 2022
2. Enrollment and Attendance Report Month 4, Ending Friday, November 19, 2021

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

Includes Purchase Orders dated 12/15/2021 - 01/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00734	B & H PHOTO	PHOTOGRAPHY INSTRUCTIONAL SUPPLIES FY22	C. K. McCLATCHY HIGH SCHOOL	01	1,000.00
B22-00735	DUNG NGUYEN or PHUC NGUYEN	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B22-00736	WALDINA ROSSEAU NUNEZ	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B22-00737	SIGNATURE GRAPHICS	0350-418 GDIDION PLYGRND-BLUEPRINTING SERV	FACILITIES SUPPORT SERVICES	21	200.00
B22-00738	SAS SAFETY CORPORATION	NITRILE GLOVES FOR NS FOR SY21-22	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B22-00739	CAROLYN KUDUK	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B22-00740	B2B AMW ACQUISITION CO INC dba ALLEN PACKAGING	TO PURCHASE KRAFT FOOD TRAYS SY 2021-2022	NUTRITION SERVICES DEPARTMENT	13	35,000.00
B22-00741	Amy Willey	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	6,575.00
B22-00742	SIGNATURE GRAPHICS	452 DIST WIDE HYDR STAT PHASE 2-BLUEPRINT SERV	FACILITIES SUPPORT SERVICES	01	300.00
B22-00743	IRON MOUNTAIN RECORDS MANAGMT	HR SHRED MATERIALS 2021-2022	HUMAN RESOURCE SERVICES	01	1,500.00
CHB22-00362	OFFICE DEPOT	Blanket Order for Office Supplies	ACADEMIC OFFICE	01	4,000.00
CS22-00064	ALZA STRATEGIES LLC C/O HILLAR Y MCLEAN	ALZA CONSULTING	COMMUNICATIONS OFFICE	01	105,000.00
CS22-00226	KMM SERVICES INC	441 DISTRICT WIDE HVAC CONTROLLER	FACILITIES SUPPORT SERVICES	01	107,125.00
CS22-00246	SACRAMENTO NATIVE AMERICAN HEA LTH CENTER	TUPE SUPPLEMENTAL PROVIDER 20-21 FY (SNAHC)	FOSTER YOUTH SERVICES PROGRAM	01	4,000.00
CS22-00247	PRO YOUTH & FAMILY INC	TUPE Supplemental Provider Contract (PRO)	FOSTER YOUTH SERVICES PROGRAM	01	5,000.00
CS22-00248	916 INK	Service agreement with 916 INK	BRET HARTE ELEMENTARY SCHOOL	01	5,000.00
CS22-00249	LA FAMILIA COUNSELING CENTER	TUPE Supplemental Provider 21-22 (La Familia)	FOSTER YOUTH SERVICES PROGRAM	01	5,500.00
CS22-00250	GRACE FA'AVESI	TUPE SUPPLEMENTAL PROVIDER 20-21 FY (EPIC BLOOM)	FOSTER YOUTH SERVICES PROGRAM	01	6,500.00
CS22-00251	KEY2ED INC	PROFESSIONAL DEVELOPMENT	SPECIAL EDUCATION DEPARTMENT	01	29,900.00
CS22-00252	COLEY CARMAN dba COLEY WORLD	2021-22 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	20,000.00
CS22-00253	ELIZABETH VENEGAS HUERTA	LUTHER BURBANK PARENT ENGAGEMENT ELAC SUPPORT	LUTHER BURBANK HIGH SCHOOL	01	1,360.00
CS22-00254	FRANKLIN COVEY CLIENT SALES	'LEADER IN ME' PROGRAM MEMBERSHIP	WILLIAM LAND ELEMENTARY	01	3,750.00

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Includes Purchase Orders dated 12/15/2021 - 01/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS22-00256	EARTH MAMA HEALING INC	TUPE Supplemental Provider 22-22 (E.MAMA)	FOSTER YOUTH SERVICES PROGRAM	01	8,000.00
CS22-00257	GLORIA MELCHOR DBA GLORIA'S IN TERPRETING SVCS	CONFIRMING-INTERPRETER S PARENT-TEACH CONF 2021	CAMELLIA BASIC ELEMENTARY	01	2,250.00
CS22-00258	NORTH STATE BUILDING INDUSTRY FOUNDATION	BIA SA BTW SCUSD, CCR FY 21-22 AND YF22-23	CAREER & TECHNICAL PREPARATION	01	112,850.00
CS22-00259	DRISCOLL & OMENS	SA FOR GENERAL COUNSEL LEGAL SERVICES	ADMIN-LEGAL COUNSEL	01	18,000.00
CS22-00260	INNOVATIVE CONSTRUCTION SERVIC	0520-433 HJHS STADIUM LIGHTING	FACILITIES SUPPORT SERVICES	21	57,215.00
CS22-00261	HMR ARCHITECTS INC	0350-418 GDIDION PLYGRND-ARCH SERV	FACILITIES SUPPORT SERVICES	21	88,725.00
CS22-00262	JANE JOHNSON SPEECH THERAPY	SERVICES PER AGREEMENT OAH: 2020090031 IB	SPECIAL EDUCATION DEPARTMENT	01	8,500.00
CS22-00263	GROWING HEALTHY CHILDREN THERA PY SERVICES INC	SERVICES PER AGREEMENT OAH: 2020090031 IB	SPECIAL EDUCATION DEPARTMENT	01	8,500.00
CS22-00264	SCHOOL SERVICES OF CALIF INC	GENERAL CONSULTING SERVICES	ADMIN-LEGAL COUNSEL	01	5,000.00
P22-01591	READ NATURALLY INC	READING INTERVENTION	JOHN BIDWELL ELEMENTARY	01	8,104.80
P22-01592	CARNEGIE LEARNING	MATHiaFlex License	CAPITAL CITY SCHOOL	01	6,600.00
P22-01593	DISCOVERY EDUCATION	DISCOVERY STREAMING EDUCATIONAL MATERIALS	PONY EXPRESS ELEMENTARY SCHOOL	01	3,174.60
P22-01594	EARLE M JORGENSEN CO	CAEP SP_MANUFAC_RAW LAB. MATERIALS	CHARLES A. JONES CAREER & ED	11	868.96
P22-01595	OFFICE DEPOT	PLANTRONICS EARPIECE	HEALTH SERVICES	01	71.76
P22-01596	VIRCO INC	KINDERGARTEN CLASSROOM FURNITURE	LEONARDO da VINCI ELEMENTARY	01	15,216.30
P22-01597	INTERNATIONAL BACCALAUREATE	IB ONLINE STUDENT ENQUIRY FEE	KIT CARSON INTL ACADEMY	01	123.00
P22-01598	PACIFIC OFFICE AUTOMATION	RISO MAINT. AGRREEMENT 21-22	NEW JOSEPH BONNHEIM	09	289.00
P22-01599	WA KRAPF INC MAGNATAG VISIBLE SYSTEMS	Magnatag	GEO WASHINGTON CARVER	09	1,454.77
P22-01600	SELWAY MACHINE TOOL COMPANY	CAEP SP_MANUFAC_CLASS MACHINING CENTER	CHARLES A. JONES CAREER & ED	11	64,623.41
P22-01601	LAKESHORE LEARNING MATERIALS	LAKESHORE - PRESCHOOL - STUDENT SUPPLY PACK	EARLY LEARNING & CARE PROGRAMS	12	4,348.91
P22-01602	OFFICE DEPOT	ATL PRINTER STAND	SPECIAL EDUCATION DEPARTMENT	01	89.02
P22-01603	CAL DEPT OF SOCIAL SERVICES	LICENSING FEES JULY 2021 - JUNE 2022	EARLY LEARNING & CARE PROGRAMS	12	12,221.00
P22-01604	Law Office of Kathleen Aberegg	SPED SETTLEMENT FEES #202100021	ADMIN-LEGAL COUNSEL	01	2,500.00
P22-01605	CAPITAL PRINTER REPAIR	PRINTER REPAIR NORTH POD	CROCKER/RIVERSIDE ELEMENTARY	01	480.52
P22-01606	THE CREATIVE CO	REIMBURSE NEW BOOK ORDER LIBRARY STUDENTS	CAROLINE WENZEL ELEMENTARY	01	669.57

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Includes Purchase Orders dated 12/15/2021 - 01/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-01607	PACIFIC OFFICE AUTOMATION	EZ220: RISO SERIEL NUMBER 78507542	CALIFORNIA MIDDLE SCHOOL	01	245.00
P22-01608	MT LIBRARY SERVICES JUNIOR LIB RARY GUILD	RENEWAL SUBSCRIPTION FOR LIBRARY BOOKS	ROSEMONT HIGH SCHOOL	01	1,561.32
P22-01609	THE HOME DEPOT PRO	TRASH CAN	ROSEMONT HIGH SCHOOL	01	135.98
P22-01610	PACIFIC OFFICE AUTOMATION	RISO INK & MASTERS	A. M. WINN - K-8	01	218.40
P22-01611	GUITAR CENTER STORES INC WOODW IND & BRASSWIND	CLASSROOM EQUIPMENT	ROSEMONT HIGH SCHOOL	01	2,845.95
P22-01612	RAINDANCE PRESS INC	THE WRITE TOOLS FOR MEETING ACADEMIC STANDARDS	CROCKER/RIVERSIDE ELEMENTARY	01	3,517.81
P22-01613	CTM SOUND INC	SOUND SYSTEM FOR PE YOGA/WRESTLING RM	C. K. McCLATCHY HIGH SCHOOL	01	4,491.90
P22-01614	TODD FRAZEE	CAEP SP_TODD FRAZEE_CLASS SUPPLY PURCHASES	CHARLES A. JONES CAREER & ED	11	1,207.93
P22-01615	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT	ADMIN/CNTY OF SAC ENVIRON MGMT DEPT-HAZERDOUS MAT	CHARLES A. JONES CAREER & ED	11	836.00
P22-01616	UNITED CALIFORNIA GLASS & DOOR	PAINT SHOP DOOR - M&O	FACILITIES MAINTENANCE	01	3,977.00
P22-01617	UNITED CALIFORNIA GLASS & DOOR	GROUND S BLDG LABOR AND GARDNER SHOP - M&O	FACILITIES MAINTENANCE	01	2,897.00
P22-01618	SACRAMENTO COUNTY OFFICE OF ED UCATION	MOCK TRIAL COMPETITION	WEST CAMPUS	01	600.00
P22-01619	SCHOOL SPECIALTY	ART SUPPLIES DECEMBER 2021	WASHINGTON ELEMENTARY SCHOOL	01	127.10
P22-01620	CENTER FOR THE COLLABORATIVE C LASSROOM	COLLABORATIVE CLASSROOM	CROCKER/RIVERSIDE ELEMENTARY	01	6,538.00
P22-01621	THE HOME DEPOT PRO	AFTERSCHOOL SUPPLIES - YOUTH DEV - ASES	WILL C. WOOD MIDDLE SCHOOL	01	1,009.94
P22-01622	THE HOME DEPOT PRO	AFTERSCHOOL SUPPLIES - YOUTH DEVELOPMENT	NICHOLAS ELEMENTARY SCHOOL	01	1,001.86
P22-01623	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	993.69
P22-01624	THE HOME DEPOT PRO	AFTER SCHOOL PROGRAM - YOUTH DEVELOPMENT	BOWLING GREEN ELEMENTARY	01	981.13
P22-01625	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	O. W. ERLEWINE ELEMENTARY	01	992.18
P22-01626	THE HOME DEPOT PRO	AFTER SCHOOL PROG. CUSTODIAL SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	1,002.24
P22-01627	THE HOME DEPOT PRO	WALK OFF FLOOR MATS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,413.10
P22-01628	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	EARL WARREN ELEMENTARY SCHOOL	01	873.35
P22-01629	ULINE	ART CLASS STORAGE	HIRAM W. JOHNSON HIGH SCHOOL	01	190.13

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Includes Purchase Orders dated 12/15/2021 - 01/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-01630	AMAZON CAPITAL SERVICES	EDUCATIONAL ACTIVITIES & MATERIALS	ETHEL I. BAKER ELEMENTARY	01	1,558.78
P22-01631	AMAZON CAPITAL SERVICES	DRY ERASE LAPBOARDS	HIRAM W. JOHNSON HIGH SCHOOL	01	173.80
P22-01632	AMAZON CAPITAL SERVICES	HMS INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	21.24
P22-01633	AMAZON CAPITAL SERVICES	CJA- TEAM BUILDING GAME	HIRAM W. JOHNSON HIGH SCHOOL	01	73.92
P22-01634	AMAZON CAPITAL SERVICES	WEBCAM FOR DESKTOPS	WILL C. WOOD MIDDLE SCHOOL	01	152.22
P22-01635	AMAZON CAPITAL SERVICES	Office Chair for Joseph	ACADEMIC OFFICE	01	163.11
P22-01636	AMAZON CAPITAL SERVICES	RESTORATIVE RESTART FUNDING:RECESS/PLAY EQUIPMENT	ABRAHAM LINCOLN ELEMENTARY	01	43.16
P22-01637	AMAZON CAPITAL SERVICES	TAPE FOR BINDING BOOKS - LIBRARY	C. K. McCLATCHY HIGH SCHOOL	01	163.80
P22-01638	AMAZON CAPITAL SERVICES	Earbuds for students for testing	PHOEBE A HEARST BASIC ELEM.	01	130.48
P22-01639	AMAZON CAPITAL SERVICES	NOISE CANCELING HEADPHONES	OAK RIDGE ELEMENTARY SCHOOL	01	48.90
P22-01640	AMAZON CAPITAL SERVICES	Supplies for LGBTQ Student Support	STUDENT SUPPORT&HEALTH SRVCS	01	528.72
P22-01641	AMAZON CAPITAL SERVICES	SAFETY SIGNS/CROSSING GUARD	HUBERT H BANCROFT ELEMENTARY	01	82.61
P22-01642	AMAZON CAPITAL SERVICES	TEACHER BOOK SET	WASHINGTON ELEMENTARY SCHOOL	01	458.62
P22-01643	AMAZON CAPITAL SERVICES	LITERATURE RACK	HIRAM W. JOHNSON HIGH SCHOOL	01	282.76
P22-01644	AMAZON CAPITAL SERVICES	3D FILAMENT - ENGINEERING CLUB	WEST CAMPUS	01	130.44
P22-01645	BATTERIES PLUS	BATTERIES FOR MOTOROLA RADIOS	WILL C. WOOD MIDDLE SCHOOL	01	510.58
P22-01646	GRAINGER INC ACCOUNT #80927635 5	REPLACEMENT FLAGS 2021-22	AMERICAN LEGION HIGH SCHOOL	01	242.46
P22-01647	OFFICE DEPOT	Filing cabinet w lock office	CALIFORNIA MIDDLE SCHOOL	01	69.76
P22-01648	PRESCILLA MEDRANO	REIMB 2106 FOR STAFF ICE-CREAM SOCIAL	BOWLING GREEN ELEMENTARY	09	275.00
P22-01649	SCHOOL SPECIALTY	APRONS FOR THE SPECIAL ED CLASS (CATHY STIDGER)	JOHN F. KENNEDY HIGH SCHOOL	01	134.94
P22-01650	SCHOOL SPECIALTY	CLASSROOM ACTIVITY TABLE AND CHAIRS	LUTHER BURBANK HIGH SCHOOL	01	1,920.38
P22-01651	EUGSON WONG dba JOE SUN & CO	LAW - UNIFORM ALTERATIONS	HIRAM W. JOHNSON HIGH SCHOOL	01	678.60
P22-01652	CALIFORNIA DEPT OF GENERAL SERVICES	0810-428 NUT SERV PHASE 2-DSA ACS FINAL FEES	FACILITIES SUPPORT SERVICES	21	3,783.10
P22-01653	SCUSD - US BANK CAL CARD	THRESHOLD RAMP FOR WALK-IN COOLER	NUTRITION SERVICES DEPARTMENT	13	331.68
P22-01654	HARLAND TECHNOLOGY SERVICES	RENEWAL OF MAINTENANCE CONTRACTS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,555.00

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Includes Purchase Orders dated 12/15/2021 - 01/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-01655	BSN SPORTS LLC	REF P21-02713 INVOICE#913708985	ROSEMONT HIGH SCHOOL	01	38,407.75
P22-01656	OFFICE DEPOT	HEADPHONES FOR ELPAC & CASSP TESTING	HIRAM W. JOHNSON HIGH SCHOOL	01	4,529.44
P22-01657	MORGAN-NELS INDUSTRIAL SUPPLY	PARTS FOR CUSTODIAL VEHICLE	HIRAM W. JOHNSON HIGH SCHOOL	01	1,364.81
P22-01658	JONES SCHOOL SUPPLY CO INC	HONOR ROLL STUDENT INCENTIVES/AWARDS	WILL C. WOOD MIDDLE SCHOOL	01	1,424.85
P22-01659	CALIFORNIA DEPT OF GENERAL SERVICES	0410 AEINSTEIN PAVING-DSA ACS FINAL FEES	FACILITIES SUPPORT SERVICES	21	887.95
P22-01660	A-Z BUS SALES INC	BUS REPLACEMENT	TRANSPORTATION SERVICES	01	199,356.53
P22-01661	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES DECEMBER 2021	WASHINGTON ELEMENTARY SCHOOL	01	381.18
P22-01662	SOLIS CREATIVE	HMS FACTILE SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	48.00
P22-01663	CDW GOVERNMENT	HP ProDesk 600 "G6 Desktop	STRATEGY & CONTINUOUS IMPRVMT	01	2,212.55
P22-01664	Presentation Products, Inc.	DHH PROGRAM MTRLS	SPECIAL EDUCATION DEPARTMENT	01	7,120.58
P22-01665	FOLLETT SCHOOL SOLUTIONS	Crocker Elem. Library Order Nov 2021	LIBRARY/TEXTBOOK SERVICES	01	5,964.08
P22-01666	CDW GOVERNMENT	FIREWALL - Network Appliances - ERATE	TECHNOLOGY SERVICES	01	70,836.49
P22-01667	CDW GOVERNMENT	FIREWALL - Network Licenses- GF	TECHNOLOGY SERVICES	01	263,745.50
P22-01668	CDW GOVERNMENT	FIREWALL - Network Appliance - CARES	TECHNOLOGY SERVICES	01	237,335.48
P22-01669	TREETOP PRODUCTS	BUDDY BENCHES AND PICNIC TABLES FOR SCHOOL	MATSUYAMA ELEMENTARY SCHOOL	01	10,520.96
P22-01670	HOUGHTON MIFFLIN HARCOURT	SRI 2 YEAR CONTRACT: 6/30/21 - 6/30/23	EARL WARREN ELEMENTARY SCHOOL	01	3,507.00
P22-01671	MERCURIUS	WALDORF CLASSROOM SUPPLIES	A. M. WINN - K-8	01	209.97
P22-01672	BIBLIOTHECA LLC	LIBRARY SERVICE & MAINTENANCE AGREEMENT	ROSEMONT HIGH SCHOOL	01	1,749.00
P22-01673	ANGELA and CHAD SUTHERLAND	SETTLEMENT OAH 209041032	SPECIAL EDUCATION DEPARTMENT	01	2,547.44
P22-01674	Academic Health Plans, Inc	Academic Health Plans, Inc. - Concussion Insurance	EQUITY, ACCESS & EXCELLENCE	01	19,050.00
P22-01675	NORTHSTAR AV	REPLACEMENT LAMPS FOR CLASSROOM PROJECTORS	JOHN CABRILLO ELEMENTARY	01	608.98
P22-01676	GRAPHIC PROMOTIONS	N.S. STAFF UNIFORMS & JACKETS (FILL-IN) SY21-22	NUTRITION SERVICES DEPARTMENT	13	1,221.27
P22-01677	SCUSD - US BANK CAL CARD	TOILET TRANSFER	SPECIAL EDUCATION DEPARTMENT	01	97.82
P22-01678	CHARTER SCHOOLS DEVELOPMENT CENTER	Charter Schools Dev. Ctr. Invoice #9914	THE MET	09	750.00

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Includes Purchase Orders dated 12/15/2021 - 01/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-01679	COLLEGE BOARD AP EXAMS	SAT School Day Exams 11th grade	THE MET	09	275.00
P22-01680	SCHOOL SPECIALTY EDUCATION	STUDENT HEADPHONES	ROSEMONT HIGH SCHOOL	01	255.91
P22-01681	BRODART CO	LIB SUPPLIES	ROSEMONT HIGH SCHOOL	01	139.74
P22-01682	TROXELL COMMUNICATIONS INC	AV Equipment for Serna Rooms	TECHNOLOGY SERVICES	01	12,577.63
P22-01683	AMAZON CAPITAL SERVICES	LARGE PRINT KEYBOARD	HIRAM W. JOHNSON HIGH SCHOOL	01	44.08
P22-01684	IXL LEARNING INC	Video Tutorials for Math	THE MET	09	4,495.00
P22-01685	MOOSIKO INC	Moosiko License	ACADEMIC OFFICE	01	2,528.44
P22-01686	VALLEY ATHLETICS	WINDSCREEN FOR ATHLETICS	ROSEMONT HIGH SCHOOL	01	5,575.73
P22-01687	SHANE BROWN ELECTRIC	HOME/SCHOOL COMMUNICATION	HUBERT H BANCROFT ELEMENTARY	01	8,000.00
P22-01688	OFFICE DEPOT	TASK CHAIRS FOR SITE KITCHEN LEADS	NUTRITION SERVICES DEPARTMENT	13	626.36
P22-01689	XENITH LLC	RECONDITION FOOTBALL UNIFORM	LUTHER BURBANK HIGH SCHOOL	01	4,110.75
P22-01690	KANTER & ROMO IMMIGRATION LAW	LEGAL FEES-NONIMMIGRANT VISA	ADMIN-LEGAL COUNSEL	01	450.00
P22-01691	GRAINGER INC	FLAGS	ALBERT EINSTEIN MIDDLE SCHOOL	01	172.11
P22-01692	BLICK ART MATERIALS LLC	GLAZE FOR CERAMICS CLASS (C.J. JONES)	JOHN F. KENNEDY HIGH SCHOOL	01	1,413.57
P22-01693	JOSTENS INC	CONFIRMING-DIPLOMA COVERS FOR SENIORS	ENGINEERING AND SCIENCES HS	01	541.49
P22-01694	CITY OF SACRAMENTO REVENUE DIV ISION	LEONARDO DA VINCI SIDEWALK REPAIRS	FACILITIES MAINTENANCE	01	2,845.50
P22-01695	ROSS RECREATION EQUIPMENT INC	LEATAATA FLOYD SLIDE REPLACEMENT	FACILITIES MAINTENANCE	01	3,206.00
P22-01696	SCUSD - US BANK CAL CARD	BRM Annual Fee / Bulk Mail Fee	PURCHASING SERVICES	01	795.00
Total Number of POs			137	Total	<u><u>1,779,063.57</u></u>

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	115	1,469,428.23
09	Charter School	6	7,538.77
11	Adult Education	4	67,536.30
12	Child Development	2	16,569.91
13	Cafeteria	5	67,179.31
21	Building Fund	5	150,811.05
Total			<u><u>1,779,063.57</u></u>

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Includes Purchase Orders dated 12/15/2021 - 01/14/2022 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B22-00064	21,000.00	01-5800	General Fund/Other Contractual Expenses	5,000.00
B22-00146	12,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	2,000.00
B22-00158	1,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	900.00
B22-00217	40,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	20,000.00
B22-00372	5,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,315.87
B22-00377	24,000.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00
B22-00407	8,000.00	01-5800	General Fund/Other Contractual Expenses	7,000.00-
B22-00426	545,000.00	01-5800	General Fund/Other Contractual Expenses	145,000.00
B22-00534	74,720.00	13-4710	Cafeteria/Food	14,752.00
B22-00543	35,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	4,000.00-
B22-00605	168,000.00	13-4710	Cafeteria/Food	50,000.00
B22-00697	29,000.00	11-4310	Adult Education/Instructional Materials/Suppli	24,000.00
CHB22-00024	10,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB22-00121	50,000.00	01-4320	General Fund/Non-Instructional Materials/Su	46,300.00
CHB22-00234	2,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB22-00281	11,000.00	01-4310	General Fund/Instructional Materials/Suppli	4,000.00
CHB22-00298	14,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB22-00327	1,000.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB22-00344	19,303.00	01-4310	General Fund/Instructional Materials/Suppli	4,303.00
CS21-00300	925,961.00	01-5800	General Fund/Other Contractual Expenses	284,323.00
CS22-00121	25,627.00	01-5800	General Fund/Other Contractual Expenses	3,000.00
P21-00312	1,759.13	01-4310	General Fund/Instructional Materials/Suppli	333.13-
P22-00478	78.89	01-4310	General Fund/Instructional Materials/Suppli	323.78-
P22-00514	1,001.12	01-4410	General Fund/Equipment \$500 - \$4,999	7.15-
P22-00700	108,667.01	01-4410	General Fund/Equipment \$500 - \$4,999	4,023.75
P22-00900	5,773.05	01-5800	General Fund/Other Contractual Expenses	755.50
P22-01262	540.82	01-4320	General Fund/Non-Instructional Materials/Su	59.26
Total PO Changes				613,568.32

Information is further limited to: (Minimum Amount = (999,999.99))

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENROLLMENT AND ATTENDANCE REPORT
MONTH 4, ENDING FRIDAY, DECEMBER 17, 2021
TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	GENERAL EDUCATION			Special Education Grades K-6	TOTAL MONTH END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Kdgn	Grades 1-3	Grades 4-6				2021-2022 Actual Attendance	Cum Attd Days /70 2021-2022	PERCENTAGE 2021-2022
A M Winn Elementary K-8 Waldorf	47	131	123	13	314	91.08%	276.77	88.92%	
Abraham Lincoln El	79	216	222	1	518	88.42%	456.00	89.51%	
Alice Birney Waldorf-Inspired K8	69	142	164	1	376	91.21%	351.40	93.39%	
Bret Harte Elementary	24	62	75	28	189	86.30%	161.83	87.06%	
Caleb Greenwood	82	221	182	2	487	94.45%	457.69	94.82%	
Camellia Basic Elementary	67	160	176	6	409	93.18%	379.69	93.68%	
Capital City School	69	252	272	0	593	93.64%	518.81	96.12%	
Caroline Wenzel Elementary	29	80	96	32	237	89.28%	212.61	89.48%	
Cesar Chavez ES	0	0	356	7	363	91.22%	330.09	92.24%	
Crocker/Riverside Elementary	94	253	248	0	595	95.25%	563.70	95.22%	
David Lubin Elementary	75	189	198	22	484	91.76%	431.60	91.92%	
Earl Warren Elementary	39	176	180	11	406	91.94%	371.51	92.21%	
Edward Kemble Elementary	125	372	0	7	504	88.43%	448.84	89.58%	
Elder Creek Elementary	77	315	318	0	710	91.82%	658.94	92.60%	
Ethel I Baker Elementary	73	256	274	1	604	86.65%	537.37	88.19%	
Ethel Phillips Elementary	46	192	168	5	411	88.64%	363.26	89.54%	
Father Keith B Kenny K-8 School	23	101	122	18	264	81.52%	228.60	84.40%	
Genevieve Didion Elementary	53	199	196	0	448	96.98%	427.87	95.96%	
Golden Empire Elementary	58	200	243	12	513	92.45%	483.71	93.57%	
H W Harkness Elementary	50	103	131	1	285	88.03%	248.37	89.17%	
Hollywood Park Elementary	41	90	99	29	259	87.20%	231.26	88.77%	
Home/Hospital	8	12	24	15	59	100.00%	15.52	100.00%	
Hubert H. Bancroft Elementary	81	164	161	13	419	88.00%	364.16	87.72%	
Isador Cohen Elementary	26	114	112	27	279	91.47%	254.29	91.92%	
James W Marshall Elementary	45	142	133	22	342	89.85%	311.56	90.90%	
John Bidwell Elementary	41	118	88	3	250	87.80%	222.27	91.26%	
John Cabrillo Elementary	35	107	121	28	291	86.98%	260.63	88.98%	
John D Sloat Elementary	39	91	91	7	228	86.94%	208.99	89.42%	
John H. Still K-8	48	211	258	8	525	88.38%	470.66	89.92%	
John Morse Therapeutic Center	0	0	0	20	20	88.28%	16.40	85.42%	
Leataata Floyd Elementary	24	111	129	12	276	81.72%	234.61	84.50%	
Leonardo da Vinci K - 8 School	116	285	270	18	689	94.79%	647.89	94.14%	
Mark Twain Elementary	24	110	97	22	253	89.32%	226.87	90.44%	
Martin Luther King Jr Elementary	37	123	108	25	293	89.98%	261.57	89.54%	
Matsuyama Elementary	68	188	211	1	468	91.60%	442.19	93.27%	
Nicholas Elementary	62	226	241	5	534	89.31%	482.91	89.65%	
O W Erlewine Elementary	46	112	99	20	277	87.41%	240.36	89.24%	
Oak Ridge Elementary	72	191	206	3	472	85.85%	420.39	88.98%	
Pacific Elementary	107	279	290	0	676	87.61%	599.33	88.79%	
Parkway Elementary School	47	193	193	16	449	80.25%	381.64	85.36%	
Peter Burnett Elementary	48	169	187	14	418	87.85%	356.43	89.47%	
Phoebe A Hearst Elementary	96	281	264	1	642	95.44%	614.34	95.74%	
Pony Express Elementary	37	144	169	11	361	92.71%	336.73	93.25%	
Rosa Parks K-8 School	42	122	139	7	310	87.54%	275.19	89.78%	
Sequoia Elementary	57	159	171	12	399	86.86%	354.81	88.44%	
Success Academy K-8	0	0	1	0	1	80.00%	0.91	72.73%	
Susan B Anthony Elementary	51	125	133	1	310	93.01%	294.79	94.46%	
Sutterville Elementary	44	183	174	6	407	96.09%	385.39	94.99%	
Tahoe Elementary	54	94	93	32	273	90.36%	244.09	89.90%	
Theodore Judah Elementary	74	161	173	13	421	93.23%	388.84	93.62%	
Washington Elementary	61	128	117	14	320	89.55%	283.41	89.95%	
William Land Elementary	47	164	155	0	366	91.70%	334.77	91.60%	
Woodbine Elementary	40	126	96	26	288	86.06%	248.54	87.83%	
TOTAL ELEMENTARY SCHOOLS	2,797	8,343	8,547	598	20,285	90.18%	18,320.39	91.16%	
Change from prior month				-2	-1				

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 17, 2021
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	GENERAL EDUCATION			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2021-2022 Actual Attendance	Cum Attd Days/70	PERCENTAGE 2021-2022
							2021-2022	
A M Winn Elementary K-8 Waldorf	38	23	61	1	62	90.54%	55.09	89.45%
Albert Einstein MS	318	306	624	24	648	91.16%	603.59	91.95%
Alice Birney Waldorf-Inspired K8	57	58	115	0	115	93.60%	109.66	94.30%
California MS	381	380	761	17	778	90.02%	722.16	91.71%
Capital City School	72	109	181	0	181	67.18%	98.99	65.85%
Fern Bacon MS	327	316	643	38	681	88.57%	622.64	90.83%
Genevieve Didion Elementary	52	46	98	1	99	96.77%	97.39	96.93%
Home/Hospital	18	6	24	2	26	100.00%	7.15	100.00%
John H. Still K-8	121	95	216	18	234	90.19%	214.99	91.53%
John Morse Therapeutic Center	0	0	0	16	16	87.92%	13.60	86.23%
Kit Carson IB Academy	171	175	346	20	366	85.77%	323.74	88.59%
Leonardo da Vinci K - 8 School	59	62	121	13	134	94.78%	127.51	94.91%
Martin Luther King Jr Elementary	28	22	50	0	50	91.60%	46.50	91.61%
Rosa Parks K-8 School	207	201	408	26	434	87.51%	388.94	89.27%
Sam Brannan MS	141	146	287	38	325	87.90%	293.86	91.01%
School of Engineering and Science	96	122	218	1	219	88.81%	206.34	92.80%
Success Academy K-8	3	4	7	0	7	73.33%	3.56	81.91%
Sutter MS	517	545	1,062	30	1,092	94.42%	1036.49	95.19%
Will C Wood MS	317	309	626	51	677	89.41%	617.07	91.72%
TOTAL MIDDLE SCHOOLS	2,923	2,925	5,848	296	6,144	89.75%	5,589.25	91.43%

Change from prior month	0	-25
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 17, 2021
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	GENERAL EDUCATION					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12					2021-2022 Actual Attendance	Cum Attd Days/70 2021-2022	PERCENTAGE 2021-2022
American Legion HS	175	0	5	75	95	175	0	175	66.27%	129.89	73.66%	
Arthur A. Benjamin Health Prof	0	45	56	51	41	193	16	209	85.38%	179.90	88.65%	
C K McClatchy HS	0	632	568	535	519	2,254	84	2,338	89.89%	2076.56	90.07%	
Capital City School	0	71	104	115	143	433	0	433	76.65%	336.54	82.85%	
Hiram W Johnson HS	0	435	451	369	416	1,671	172	1,843	85.64%	1582.07	86.82%	
Home/Hospital	0	14	16	7	7	44	9	53	100.00%	19.24	100.00%	
John F Kennedy HS	0	419	505	469	456	1,849	127	1,976	89.83%	1787.50	90.78%	
Kit Carson 7-12	0	84	62	31	29	206	0	206	91.78%	195.24	93.60%	
Luther Burbank HS	0	374	378	365	328	1,445	151	1,596	87.15%	1396.90	87.90%	
Rosemont HS	0	362	361	353	253	1,329	111	1,440	89.15%	1314.47	90.04%	
School of Engineering and Science	0	107	80	77	54	318	0	318	90.19%	296.04	93.04%	
West Campus HS	0	221	206	192	213	832	0	832	96.18%	805.94	96.91%	
TOTAL HIGH SCHOOLS	175	2,764	2,792	2,639	2,554	10,749	670	11,419	88.25%	10,101.06	89.49%	

Change from prior month	-4	-108
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 17, 2021
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2021-2022 Actual Attendance	Cum Attd Days/70	PERCENTAGE 2021-2022
			2021-2022	
ELEMENTARY	20,285	90.18%	18,305	91.15%
MIDDLE	6,144	89.75%	5,582	91.42%
HIGH SCHOOL	11,419	88.25%	10,101	89.47%
TOTAL ALL DISTRICT SEGMENTS	37,848	89.53%	33,988	90.70%

Total Non-Public Schools as of 01/14/22	273
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Non-Public change from prior month	-1
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 17, 2021
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2021-2022 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	228	0	4,512.00	4,512.00	0	35.96	35.96
Charles A. Jones Career & Education Center	308	0	9,117.62	9,117.62	0	146.88	146.88
TOTAL ADULT EDUCATION	536	0	13,629.62	13,629.62	0	182.84	182.84

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 17, 2021
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	GENERAL EDUCATION ENROLLMENT							TOTAL REGULAR
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	
A M Winn Elementary K-8 Waldorf	47	43	47	41	43	42	38	301
Abraham Lincoln El	79	67	71	78	85	69	68	517
Alice Birney Waldorf-Inspired K8	69	46	48	48	53	52	59	375
Bret Harte Elementary	24	27	10	25	18	25	32	161
Caleb Greenwood	82	69	69	83	64	65	53	485
Camellia Basic Elementary	67	50	48	62	62	55	59	403
Capital City School	69	76	95	81	89	92	91	593
Caroline Wenzel Elementary	29	29	31	20	26	45	25	205
Cesar Chavez ES	0	0	0	0	124	125	107	356
Crocker/Riverside Elementary	94	85	87	81	85	79	84	595
David Lubin Elementary	75	66	62	61	65	67	66	462
Earl Warren Elementary	39	62	54	60	49	65	66	395
Edward Kemble Elementary	125	116	133	123	0	0	0	497
Elder Creek Elementary	77	95	107	113	107	107	104	710
Ethel I Baker Elementary	73	93	91	72	89	85	100	603
Ethel Phillips Elementary	46	66	64	62	54	55	59	406
Father Keith B Kenny K-8 School	23	26	29	46	37	54	31	246
Genevieve Didion Elementary	53	73	64	62	69	65	62	448
Golden Empire Elementary	58	61	62	77	76	75	92	501
H W Harkness Elementary	50	29	34	40	50	42	39	284
Hollywood Park Elementary	41	27	27	36	38	29	32	230
Home/Hospital	8	5	2	5	9	9	6	44
Hubert H. Bancroft Elementary	81	57	57	50	41	69	51	406
Isador Cohen Elementary	26	45	28	41	37	36	39	252
James W Marshall Elementary	45	47	42	53	44	42	47	320
John Bidwell Elementary	41	47	42	29	32	26	30	247
John Cabrillo Elementary	35	30	37	40	36	45	40	263
John D Sloat Elementary	39	22	37	32	40	24	27	221
John H. Still K-8	48	58	70	83	75	92	91	517
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	24	44	38	29	42	41	46	264
Leonardo da Vinci K - 8 School	116	93	94	98	92	94	84	671
Mark Twain Elementary	24	37	36	37	32	32	33	231
Martin Luther King Jr Elementary	37	41	45	37	28	50	30	268
Matsuyama Elementary	68	57	64	67	69	64	78	467
Nicholas Elementary	62	69	71	86	73	83	85	529
O W Erlewine Elementary	46	38	32	42	32	27	40	257
Oak Ridge Elementary	72	53	71	67	57	76	73	469
Pacific Elementary	107	87	103	89	109	92	89	676
Parkway Elementary School	47	56	72	65	67	66	60	433
Peter Burnett Elementary	48	64	56	49	60	63	64	404
Phoebe A Hearst Elementary	96	94	93	94	87	89	88	641
Pony Express Elementary	37	46	44	54	61	50	58	350
Rosa Parks K-8 School	42	45	41	36	43	47	49	303
Sequoia Elementary	57	63	48	48	50	62	59	387
Success Academy K-8	0	0	0	0	0	0	1	1
Susan B Anthony Elementary	51	42	37	46	43	35	55	309
Sutterville Elementary	44	57	63	63	66	52	56	401
Tahoe Elementary	54	27	44	23	31	29	33	241
Theodore Judah Elementary	74	47	53	61	63	61	49	408
Washington Elementary	61	50	43	35	39	49	29	306
William Land Elementary	47	61	46	57	49	59	47	366
Woodbine Elementary	40	44	43	39	33	32	31	262
TOTAL	2,797	2,732	2,785	2,826	2,823	2,889	2,835	19,687

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 17, 2021
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	314	2,415	19,374	21,789	88.92%
Abraham Lincoln El	518	3,740	31,920	35,660	89.51%
Alice Birney Waldorf-Inspired K8	376	1,742	24,598	26,340	93.39%
Bret Harte Elementary	189	1,683	11,328	13,011	87.06%
Caleb Greenwood	487	1,750	32,038	33,788	94.82%
Camellia Basic Elementary	409	1,793	26,578	28,371	93.68%
Capital City School	593	1,465	36,317	37,782	96.12%
Caroline Wenzel Elementary	237	1,749	14,883	16,632	89.48%
Cesar Chavez ES	363	1,943	23,106	25,049	92.24%
Crocker/Riverside Elementary	595	1,979	39,459	41,438	95.22%
David Lubin Elementary	484	2,655	30,212	32,867	91.92%
Earl Warren Elementary	406	2,196	26,006	28,202	92.21%
Edward Kemble Elementary	504	3,654	31,419	35,073	89.58%
Elder Creek Elementary	710	3,685	46,126	49,811	92.60%
Ethel I Baker Elementary	604	5,035	37,616	42,651	88.19%
Ethel Phillips Elementary	411	2,969	25,428	28,397	89.54%
Father Keith B Kenny K-8 School	264	2,957	16,002	18,959	84.40%
Genevieve Didion Elementary	448	1,260	29,951	31,211	95.96%
Golden Empire Elementary	513	2,327	33,860	36,187	93.57%
H W Harkness Elementary	285	2,111	17,386	19,497	89.17%
Hollywood Park Elementary	259	2,047	16,188	18,235	88.77%
Home/Hospital	59	0	1086.25	1086.25	100.00%
Hubert H. Bancroft Elementary	419	3,570	25,491	29,061	87.72%
Isador Cohen Elementary	279	1,565	17,800	19,365	91.92%
James W Marshall Elementary	342	2,182	21,809	23,991	90.90%
John Bidwell Elementary	250	1,491	15,559	17,050	91.26%
John Cabrillo Elementary	291	2,260	18,244	20,504	88.98%
John D Sloat Elementary	228	1,730	14,629	16,359	89.42%
John H. Still K-8	525	3,695	32,946	36,641	89.92%
John Morse Therapeutic Center	20	196	1,148	1,344	85.42%
Leataata Floyd Elementary	276	3,012	16,423	19,435	84.50%
Leonardo da Vinci K - 8 School	689	2,824	45,352	48,176	94.14%
Mark Twain Elementary	253	1,678	15,881	17,559	90.44%
Martin Luther King Jr Elementary	293	2,139	18,310	20,449	89.54%
Matsuyama Elementary	468	2,232	30,953	33,185	93.27%
Nicholas Elementary	534	3,901	33,804	37,705	89.65%
O W Erlewine Elementary	277	2,028	16,825	18,853	89.24%
Oak Ridge Elementary	472	3,645	29,427	33,072	88.98%
Pacific Elementary	676	5,298	41,953	47,251	88.79%
Parkway Elementary School	449	4,581	26,715	31,296	85.36%
Peter Burnett Elementary	418	2,937	24,950	27,887	89.47%
Phoebe A Hearst Elementary	642	1,914	43,004	44,918	95.74%
Pony Express Elementary	361	1,705	23,571	25,276	93.25%
Rosa Parks K-8 School	310	2,193	19,263	21,456	89.78%
Sequoia Elementary	399	3,248	24,837	28,085	88.44%
Success Academy K-8	1	24	64	88	72.73%
Susan B Anthony Elementary	310	1,211	20,635	21,846	94.46%
Sutterville Elementary	407	1,424	26,977	28,401	94.99%
Tahoe Elementary	273	1,919	17,086	19,005	89.90%
Theodore Judah Elementary	421	1,855	27,219	29,074	93.62%
Washington Elementary	320	2,217	19,839	22,056	89.95%
William Land Elementary	366	2,150	23,434	25,584	91.60%
Woodbine Elementary	288	2,410	17,398	19,808	87.83%
TOTAL	20,285	124,389	1,282,427	1,406,816	91.16%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 3, ENDING FRIDAY, DECEMBER 17, 2021
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	62	455	3,856	4,311	89.45%
Albert Einstein MS	648	3,697	42,251	45,948	91.95%
Alice Birney Waldorf-Inspired K-8	115	464	7,676	8,140	94.30%
California MS	778	4,572	50,551	55,123	91.71%
Capital City School	181	3,593	6,929	10,522	65.85%
Fern Bacon MS	681	4,398	43,585	47,983	90.83%
Genevieve Didion K-8	99	216	6,817	7,033	96.93%
Home/Hospital	26	0	500.25	500.25	100.00%
John H. Still K-8	234	1,393	15,049	16,442	91.53%
John Morse Therapeutic Center	16	152	952	1,104	86.23%
Kit Carson 7-12	366	2,919	22,662	25,581	88.59%
Leonardo da Vinci K - 8 School	134	479	8,926	9,405	94.91%
Martin Luther King Jr K-8	50	298	3,255	3,553	91.61%
Rosa Parks K-8 School	434	3,273	27,226	30,499	89.27%
Sam Brannan MS	325	2,032	20,570	22,602	91.01%
School of Engineering and Science	219	1,121	14,444	15,565	92.80%
Success Academy K-8	7	55	249	304	81.91%
Sutter MS	1,092	3,669	72,554	76,223	95.19%
Will C Wood MS	677	3,898	43,195	47,093	91.72%
TOTAL	6,144	36,684	391,247	427,931	91.43%

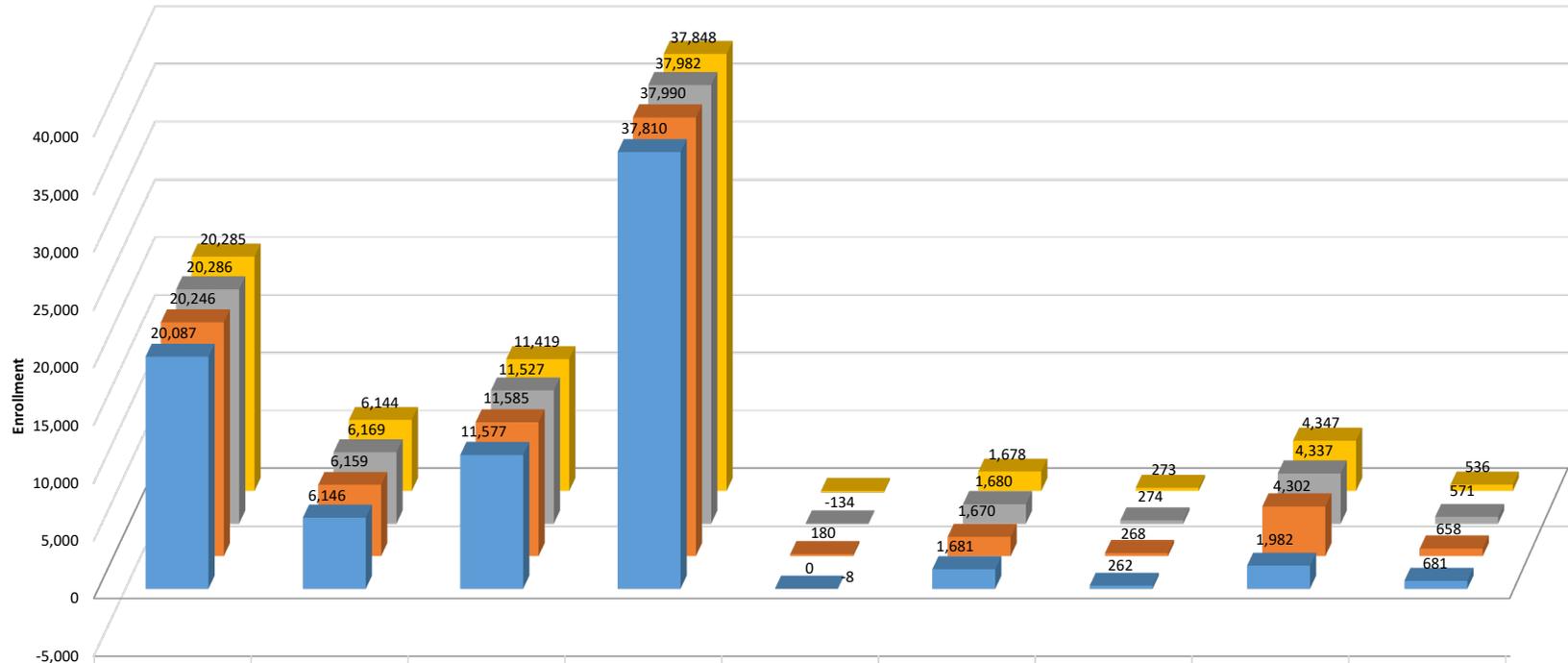
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 17, 2021
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	175	3,252	9,092	12,344	73.66%
Arthur A. Benjamin Health Prof	209	1,612	12,593	14,205	88.65%
C K McClatchy HS	2,338	16,028	145,359	161,387	90.07%
Capital City School	433	4,878	23,558	28,436	82.85%
Hiram W Johnson HS	1,843	16,809	110,745	127,554	86.82%
Home/Hospital	53	0	1,346.50	1,346.50	100.00%
John F Kennedy HS	1,976	12,715	125,125	137,840	90.78%
Kit Carson 7-12	206	934	13,667	14,601	93.60%
Luther Burbank HS	1,596	13,463	97,783	111,246	87.90%
Rosemont HS	1,440	10,180	92,013	102,193	90.04%
School of Engineering and Science	318	1,551	20,723	22,274	93.04%
West Campus HS	832	1,797	56,416	58,213	96.91%
TOTAL	11,419	83,219	708,421	791,640	89.49%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	37,848	244,292	2,382,095	2,626,387	90.70%

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
2020-21 Actual		38,404	0	0.00%	No ADA Reporting
2021-2022 Projected		39,496	0	0.00%	
Month 01	262	37,810	34,038	91.23%	
Month 02	268	37,990	34,092	91.05%	-0.18%
Month 03	274	37,982	34,148	91.01%	-0.04%
Month 04	273	37,848	33,988	90.70%	-0.31%

Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 1 9/24/2021	20,087	6,146	11,577	37,810	0	1,681	262	1,982	681
Month 2 10/22/2021	20,246	6,159	11,585	37,990	180	1,670	268	4,302	658
Month 3 11/19/2021	20,286	6,169	11,527	37,982	-8	1,680	274	4,337	571
Month 4 12/17/2021	20,285	6,144	11,419	37,848	-134	1,678	273	4,347	536