

Board Special Meeting

Operations Committee

August 13, 2020, 4:00 – 7:00 PM

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Agenda

Call to Order (Mack)

4:00 PM

1. Roll Call
2. Approval of agenda
3. Approval of meeting minutes from June 4, 2020

Standing Agenda Items

4:10 PM

1. 2020 Committee Work Plan, and Facility Capital Projects BAR Management Schedule (Mack)
2. Capital and Operations Community Engagement (Podesta)
3. Design Modification/Construction Change Order Review (Best)

Board Action Reports (Discussion and/or Action)

4:35 PM

1. Approval of name change of South Lake High School to Alan T. Sugiyama High School at South Lake (Sterk, Intro. 8/26)
2. BEX V: Resolution is 2020/21-5 Racial Imbalance Analysis for Kimball Elementary School Replacement project (Best, Intro. 8/26)
3. BEX V Approval of the Value Engineering Report for the Kimball Elementary School Replacement project (Best, Intro. 8/26)
4. Distressed Schools Grant: Award Construction Contract P5121, for Bid No. B062087, to Western Ventures Construction for the Coe Elementary School Addition project (Best, Intro. 8/26)
5. BTA IV/BEX V: Award Architectural & Engineering Contract P1761 to tk1sc for the Gatewood Elementary School Exterior Door Replacements & HVAC Upgrades project (Best, Intro. 8/26)
6. BEX V: Award Architectural & Engineering Contract P1762 to BuildingWork for the Louisa Boren STEM K-8 School HVAC Upgrades project (Best, Intro. 8/26)
7. Final Acceptances:
 - a. BTA IV: Final Acceptance of Contract K5086 with Cornerstone General Contractors, Inc. for the Ingraham High School Addition project (Best, Intro. 8/26)
 - b. BTA IV: Final Acceptance of Contract K5098 with King County Directors' Association (KCDA) and Musco Sports Lighting, LLC for the Athletic Field Lights at Ballard High School project (Best, Intro. 8/26)

Special Attention Items

5:20 PM

1. Operational Aspects of School Reopening Plan (Podesta)
2. Cleveland Playfield/Bitter Lake Property Exchange and West Seattle Elementary/Walt Hundley Playfield Property Exchange with City of Seattle Parks Department (written update only)
3. Policy 3208 Sexual Harassment Report (Meade)
4. BTA V Process and Guiding Principles (Asencio/Best)

Adjourn

7:00 PM

Upcoming Meetings

- September 10, 2020
- October 8, 2020
- November 5, 2020
- December 3, 2020
- January 14, 2021
- February 4, 2021
- March 11, 2021
- March 2021 TBD
- April 1, 2021
- April 2021 TBD
- May 6, 2021
- May 2021 TBD
- June 3, 2021

IMPORTANT NOTE: This meeting will be held remotely without an in-person location per the Governor’s proclamations prohibiting public agencies from conducting meetings subject to the Open Public Meetings Act in-person to curtail the spread of COVID-19, and consistent with [School Board Resolution 2019/20-29](#). The public is being provided remote access through Microsoft Teams and teleconference as noted above. There is a maximum capacity of 350 meeting participants and other attendees for this remote meeting, and a “waiting room” may be utilized to address capacity. Additional attendees will be admitted from the waiting room as capacity permits.

As School Board Committees are working committees, the documents presented to the Board can change up to the time of the meeting. The Board Executive Committee has approved a pilot program to post to the website committee agendas and approved minutes only. Full meeting materials for Regular Board Meetings will still be posted. If you would like access to any of the materials for this meeting, you may call 206-252-0040 or email boardoffice@seattleschools.org and the Board Office staff will send committee materials to you promptly. Special meetings of the Board may contain discussion and/or action related to the items listed on the agenda.

School Board/district public meetings for Operations/Capital Projects

BEX/BTA Oversight Committee meetings are 8:30 – 10:30 a.m., via Zoom

- September 11, 2020
- October 9, 2020
- November 13, 2020
- December 11, 2020
- January 8, 2021
- February 12, 2021
- March 12, 2021
- April 9, 2021
- May 14, 2021

- June 11, 2021
- July 9, 2021

Capacity, Enrollment, and Facilities Master Planning (CEAFMP) Advisory Committee meetings are 1:00 – 3:00, via Zoom

- September 25, 2020
- October 23, 2020
- November 20, 2020
- December 18, 2020

Information Technology Advisory Committee (ITAC) meetings are 4:30 – 6:00 p.m., (held remotely)

- August 17, 2020



Minutes

Call to Order

1. This meeting was called to order at 4:30 PM. Directors Mack, Hersey, and Rivera-Smith participated by MS Teams or by phone. Director Rivera-Smith filled in for Director Rankin, who was unable to attend this meeting. This meeting was staffed by Chief Operations Officer Fred Podesta

Director Mack noted that the meeting was being held remotely, consistent with the Governor's Proclamation prohibiting the meeting from being held in person due to COVID-19. Director Mack noted that the public had been provided remote access.

2. Approval of agenda

Director Rivera-Smith moved to approve the agenda. Director Hersey seconded. This motion passed unanimously.

3. Approval of meeting minutes from 4/27/20 and 5/14/20

Director Rivera-Smith moved to approve the both meeting minutes. Director Hersey seconded. This motion passed unanimously.

Standing Agenda Items

1. 2020 Committee Work Plan, and Facility Capital Projects BAR Management Schedule (Mack)
 - a. Director of Capital Projects and Planning Richard Best noted that the BAR schedule for 2020-21 is being developed and he is working with Project Managers to schedule the BARs.
 - b. Mr. Best noted that the Committee may want to add extra meetings for schematic design and design presentations in the fall.
2. Capital Financial Budget Report for May and June (Coan)
 - a. Capital Projects Finance Manager Melissa Coan referred to the Summary Report for activities through February 29, 2020
 - i. She referred to the supporting documents that are also in the packet and roll up into the summary.
 - ii. Director Rivera-Smith asked levy collections will be affected by Covid-19. Ms. Coan explained that while she anticipates some delayed payments for property taxes and delayed rental receipts she expects to catch up in the next year. She continued that she is monitoring revenue receipts now and they are currently on schedule. Mr. Best added that they do not expect BEX V to be 100% collected because there is always a percentage uncollectible. Ms. Coan clarified that they

expect 98.6% collected and that the remained may be captured later. For example, BTA III funds came in late to us this year.

- iii. Director Mack noted that in a recent Budget work session the Board learned about a plan for 1:1 computers for elementary students. She asked if the Department of Technology Services (DoTS) will be utilizing some of Capital's \$7M contingency funds. Ms. Coan replied that she had not been part of the conversations about the 1:1 plan or classroom repurposing. She acknowledged that DoTS is spending faster than anticipated.
 - b. Ms. Coan referred to the Summary Report through March 31, 2020.
 - i. She highlighted an increase due to levy collections, which increased the balance.
 - ii. She explained that a delay in bids impacted the fiscal budget, such that items that would be encumbered now will not be until June or July 2020.
 - iii. She explained that summer sees the lion's share of expenditures.
 - iv. Director Mack asked why other programs aren't growing at the same rate as the BTA III Program. Ms. Coan explained that we budget for a particular amount of investment earnings, but BTA III is earning beyond that so it goes to the unearmarked fund.
 - v. Ms. Coan clarified that the District's the fiscal year is 9/1 – 8/31.
3. Capital and Operations Community Engagement (Podesta)
- a. Mr. Podesta explained that the governor's "Stay Home, Stay Safe" order meant that no additional public meetings had been planned. Standing meetings for existing committees and Board meetings were continuing remotely. He referred to the list of meetings at the end of the Committee's agenda.
4. Design Modification/Construction Change Order Review (Best)
- a. Mr. Best referred to the Change Order log, outlining four change orders, which were reviewed with Director Rivera-Smith on 5/14/20.
 - b. He highlighted that the roofing project at the African American Academy would occur over two summers due to damage to the metal deck. This contract was extended accordingly.
 - c. He explained that the remaining three change orders were due to added costs associated to Covid-19 safety protocols.

Board Action Reports (Discussion and/or Action)

1. 2020-21 Puget Sound Joint Purchasing Co-op Interlocal Agreement BAR
- a. Director of Nutrition Services Aaron Smith presented the request to enter into the agreement to purchase food and disposables from US Food.
 - b. This contract keeps the District in compliance with USDA.
 - c. He highlighted that the contract was for one year only, so that the department can analyze ways to improve the supply chain, and sourcing other ingredients to be more culturally appropriate and sourced locally.
 - d. Director Rivera-Smith asked if the District had been in a contract with them before. Mr. Smith replied that we were part of the cooperative for five years.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director Rivera-Smith seconded. This motion passed unanimously.

2. Waiver of Board Policy No. 3130, Student Assignment and Enrollment, with respect to new students to the district who would otherwise be assigned to Mercer Middle School; and Amendment to the Student Assignment Transition Plans for 2019-20 and 2020-21
 - a. Director of Enrollment Planning Ashley Davies referred to the supporting documents that were emailed to the Committee at the start of the meeting.
 - b. She reminded the Committee of the discussion about this matter at the May meeting. This BAR stemmed from the discussion and outlined immediate relief of the current pressures at Mercer Middle School.
 - c. She emphasized that this is not a long-term solution in place of a boundary change.
 - d. She highlighted the key details of the partial waiver of 3130 regarding new students who would be assigned to Mercer:
 - i. Student in 6th, 7th, and 8th grade, who live near Mercer, would not be newly assigned to Mercer for 19-20 and 20-21
 - ii. She noted that the school's capacity is 800 students plus 25 portables, but enrollment is at 1200, and there is no room for further portables.
 - iii. She explained that historically 70-130 students enroll at Mercer from June –June.
 - iv. Ms. Davies highlighted that Aki Kurose, Washington, Orca K-8 all have space available.
 - v. She concluded that students would be assigned to an attendance area school, either Aki or Washington, based on their address. She reminded the Committee that Orca K-8 is an Option School.
 - e. Director Rivera-Smith asked if there will be any financial impacts other than Transportation. Ms. Davies explained that the students would have been assigned to Mercer, therefore not an additional cost to the district. She noted that staff that would have been assigned to Mercer will instead go to Aki Kurose or Washington.
 - f. Director Mack acknowledged the need to do this quickly because of the ongoing number of students who would be assigned to Mercer. However, she added that she anticipates the Board will reopen the Student Assignment Transition Plan (SATP), given the work around the start of school and reopening planning to be voted on at the July 8th meeting, therefore she asked about tying those topics together or keeping Mercer as a separate BAR. Ms. Davies recommended maintaining Mercer in a separate BAR to move it quickly. She added that the District will discuss several reopening plans but that does not require changing the SATP. In any case, Mercer's overcrowding would still need a prompt solution.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director Rivera Smith seconded. This motion passed unanimously.

3. Policy BAR: 3225 School-Based Threat Assessment & Policy 4314 Amendments to Notification of Threats of Violence or Harm (Romanuk, Intro. June 24)
 - a. Student Support Services Supervisor, Discipline and Behavior Erin Romanuk referred to the BAR, the draft Superintendent Procedures, and the WSSDA model policies provided to the Committee.
 - b. She highlighted revisions made to the Policy 3225 and procedures regarding implicit bias.
 - c. She highlighted revisions in the Policy 3225 and procedures to clarify that the district office works in coordination and consultation with the school teams.
 - d. She explained that student privacy cites that all records are under FERPA and that the records are kept separate from the student's general file.
 - e. Ms. Romanuk highlighted that Policy 4314 aligns to WSSDA and was revised to make the discipline language less archaic and less punitive.

- f. Director Mack asked about language in policy for 3225 and policy and procedure for 4314 which varies from WSSDA language. She highlighted WSSDA language stating “makes a threat” and contrasted it to the District’s language starting “determines that someone poses a threat.” She asked who “District” refers to in this policy.
 - i. Ms. Romanuk clarified that WSSDA made that language change and the District adopted it from WSSDA in Policy 4314.
 - ii. She explained that the decision for emergency expulsion was assigned to the school leader. She clarified that assessing the mitigating and aggravating circumstances also falls on the school leader, with consultation and tools from district staff (such as herself and Senior General Counsel Ronald Boy).
 - iii. Director Mack asked which policy covers the student’s appeal process and asked that it be referenced in this policy. Ms. Romanuk agreed to add that. She explained that the appeal process goes through the Discipline and Appeals office and includes three external legal parties.
 - iv. Director Mack asked if the District policy was changed from “someone made a threat” to “the District deems someone poses a threat.” Ms. Wilson-Jones and Mr. Boy confirmed that change. Directors Mack and Hersey expressed concern with the new language. Director Mack suggested that adding the connection to who in the District makes the determination and how (through the Threat Assessment Process) might be the way to remedy this concern.
 - v. Director Rivera-Smith asked which policy outlines the notifications of the parents of the child who made a threat. Mr. Boy explained that it is part of the threat assessment process in Policy 3225. Director Mack asked that it clarified and referenced in Policy 4314.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for consideration. Director Rivera-Smith seconded. This motion passed unanimously.

4. Policy BAR: 3424 Opioid Related Overdose Reversal (Boy, Intro. June 24)
 - a. Mr. Boy referenced discussion at May 14 meeting regarding a standing order for NARCAN.
 - b. He reminded the Committee of the new requirement that high schools have NARCAN available and staff trained to administer it.
 - c. He added that if the District can demonstrate a good faith effort to fund the medication, then the requirement is lifted.
 - d. He reminded the Committee that this year, the city will supply it for all schools and provide for the training of school nurses, administrators and safety and security personnel.
 - e. He clarified the difference between Policy 3416, regarding prescribed medication and Policy 3424, which is specific to NARCAN. NARCAN is not a prescribed medication.
 - f. Director Rivera-Smith referred to Policy 3416 where it states that the parent will provide a written prescription to confirm that it is for the other medications not NARCAN. Mr. Boy confirmed the distinction and agreed to edit the policy to clarify.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for consideration (with clarifying edit). Director Rivera Smith seconded. This motion passed unanimously.

5. BEX V: Resolution 2019/ 20-35 Oppose Landmark Nomination and Designation of Rainier Beach High School (Asencio/Best, Intro. June 24)
 - a. Mr. Best referred to conversations with Legal, which recommended this action. He explained that if the BAR is approved, then Capital Projects will draft a letter for Director DeWolf to submit to the Landmarks Board with a Board resolution and the racial equity analysis.

- b. He added that a letter from Superintendent Juneau to the Mayor will also be included.
- c. He explained that Rainier Beach High School (RBHS) was not designed by a significant architect in Seattle or the nation. The building's design is not technically significant.
- d. Mr. Best highlighted that one cultural event occurred in 1968 with the Black Panthers across the street from RBHS.
- e. Director Hersey expressed concern that the community might counter this with an issue of gentrification as a new school is erected in the neighborhood. He asked about the Districts' role in slowing gentrification, which pushes families of color out of Seattle Public Schools (SPS). Mr. Best committee to raising the issue with the SDAT and design team.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director Rivera Smith seconded. This motion passed unanimously.

- 6. Distressed School Grant: Approval of Budget Transfer from BTA IV Program Contingency and Award Construction Contract K5107, Bid No. B02206, to Bayley Construction, LP, for the Cedar Park Elementary School Restroom Addition project (Best, Intro. June 24)
 - a. Mr. Best explained that the project will provide restrooms for students in the portables and the south end of the south classroom wing. This need was identified by the school.
 - b. He highlighted that the bid went out last year, but only received one response, which was overbudget. The project was rebid in January 2020 but had an error. It was rebid a third time and received four responses. He noted that the bid tabulation will be included at Board Intro.
 - c. He clarified that the BAR will be submitted for Intro and Action at the same Board meeting because projects were delayed due to Covid-19. The same issue applies to several other construction BARs being presented to the Committee at this meeting to ensure that work can begin, and buildings will be ready for students in the fall.
 - d. Director Rivera-Smith asked if bid tabulations will come to the Committee in the future. Mr. Best confirmed that they will as staff had a new way to make the ADA compliant.
 - e. Director Rivera-Smith asked if the restrooms will be unisex. Mr. Best replied that they will be separate for boys and girls. Director Rivera-Smith asked if the Board has a position on gendered bathrooms. Mr. Best explained that this project is at a landmarked building where the space doesn't accommodate gender neutral restrooms. However, he added that staff are looking for that going forward in other projects.

Director Rivera-Smith made a motion to move this item forward to the full Board with a recommendation for consideration with the bid tabulation. Director Hersey seconded. This motion passed unanimously.

- 7. BTA III: Award Construction Contract K5119, Bid No. B032065, to _____ for the Fairmount Park School Window Repair project (Best, Intro. June 24)
 - a. Mr. Best reported that bids for this project open on June 9th. The blanks in the BAR will be completed for Board Intro on 6/24/20.
 - b. He confirmed that the bid tabulation will be attached when the BAR goes to the Board.

Director Rivera Smith made a motion to move this item forward to the full Board with a recommendation for consideration. Director Hersey seconded. This motion passed unanimously.

- 8. BEX V: Approval to Fund a school-based Health Center at NOVA @ Horace Mann School project from the BEX V Program Placement fund (Best, Intro. June 24)
 - a. Mr. Best explained that the Program Placement Fund is a line item in the budget for special projects not named in the levy.

- b. He reported that King County approached the District about developing space for a health center at NOVA.
- c. He explained that the District will front fund the project at \$650K and be reimbursed \$350K from the county.
- d. Director Rivera-Smith asked if the building is landmarked. Mr. Best confirmed that it is. He added that the health center will be in the basement and will be ADA accessible. Director Rivera-Smith asked if there were any concerns about the landmarked status and the construction plans. Mr. Best explained that staff will work with the Landmarks Board on this matter, however he doesn't anticipate problems because the project is limited to reconfiguring existing space.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director Rivera-Smith seconded. This motion passed unanimously.

- 9. BEX V: Award Contract P5147 for BEX V Playground Improvements at the following schools: Beacon Hill, Dearborn Park, Dunlap, Green Lake, Hawthorne, Lowell, Maple, McGilvra, Montlake and Olympic View Elementary Schools (Best, Intro. June 24)
 - a. Mr. Best explained that KCDA is a purchasing cooperative for school districts that allows the District to select from multiple vendors.
 - b. He reported that the contract is for both the equipment and the contractors who will implement the work.
 - c. Director Rivera-Smith asked if there will be SEPA implications for the project. Mr. Best said no, it will not.

Director Rivera-Smith made a motion to move this item forward to the full Board with a recommendation for approval. Director Hersey seconded. This motion passed unanimously.

- 10. BEX V: Approval of Budget Transfer and Construction Change Order #3 for the Van Asselt (the school was renamed Rising Star Elementary School after the contract had been executed with Wayne's Roofing, Inc.) Elementary School at the African American Academy Roof Replacement project (Best, Intro. June 24)
 - a. Mr. Best clarified that when the contract started the school had a different name, therefore the parenthetical about the new name.
 - b. He explained that the BAR is for two actions, requesting funds from BEX V contingency and then approval of the change order.

Director Rivera Smith made a motion to move this item forward to the full Board with a recommendation for approval. Director Hersey seconded. This motion passed unanimously.

- 11. BEX V/BEX IV/BTA IV: Award Construction Contract P5138, Bid No. B012046, to Bayley Construction, LP for the Wedgwood Elementary School Upgrades project (Best, Intro. June 24)
 - a. Mr. Best explained the application of the three funding sources. BEX V will fund the roof project. BEX IV will cover the seismic improvements. BTA IV will fund the doors.
 - b. He reported that the new roof system will last for 10 years, when the building is anticipated to be replaced in BEX VI or BEX VII.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director RS seconded. This motion passed unanimously.

12. BEX IV & BTA IV: Approval of one action related to the Daniel Bagley Elementary School Modernization and Addition project (Best, Intro. June 24)

- a. Mr. Best explained that the budget transfer will fund furniture for areas improved in the existing building. The purchase is recommended so that staff in the new building and the existing building both have new furniture in good condition.
- b. He reported that the school is due to be completed on July 30th and open in the fall.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director Rivera-Smith seconded. This motion passed unanimously.

13. BEX V: Award Architectural & Engineering Contract P1753 to Bassetti Architects for the Van Asselt School Addition project (Best, Intro. June 24)

- a. Director Mack clarified that Van Asselt is the actual Van Asselt building and not the African American Academy.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director Rivera-Smith seconded. This motion passed unanimously.

14. BEX IV/BTA IV: Resolution 2019/20-32: Acceptance of the Building Commissioning Report for the Lincoln High School Modernization and Addition project (Best, Intro. June 24)

- a. Mr. Best reminded the Committee that Building Commissioning is a process for verifying that mechanical, electrical and life safety systems are functioning correctly.

Director Rivera Smith made a motion to move this item forward to the full Board with a recommendation for approval. Director Hersey seconded. This motion passed unanimously.

15. Distressed Schools Grant: Award Construction Contract P5135, for Bid No. B042078, to _____ for the Coe Elementary School Addition project Construction Contract (Best, Intro. June 24)

- a. Mr. Best noted that the bid opens on June 10, 2020
- b. He reminded the Committee that the design was presented to them at the 4/27/20 meeting.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for consideration. Director Rivera Smith seconded. This motion passed unanimously.

16. BEX V: Award Contract P5142 for General Contractor/Construction Manager (GC/CM) to Lydig Construction, Inc. for the Northgate Elementary School Replacement project (Best, Intro. June 24)

- a. Mr. Best reported that the project will occur on an occupied site.
- b. He explained that GC/CM is recommended due to the technically complex project, on an occupied site, in a residential neighborhood. Therefore, staff want the contractor engaged early and able to implement strong safety measures without interrupting education at the existing school.
- c. He reported that Lydig successfully completed three BEX IV projects with GC/CM.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director Rivera-Smith seconded. This motion passed unanimously.

17. Final Acceptances:

- a. BEX IV and BTA III: Final Acceptance of Contract P5088 with Lincoln Construction, Inc., for the McGilvra Elementary New Cafeteria Building and Seismic Upgrades in Main Building School project (Best, Intro. June 24)

- b. BEX V: Final Acceptance of Contract K5110 with Schuchart Corporation for the Cascade Parent Partnership Program Roof Replacement project (Best, Intro. June 24)
- c. Mr. Best reported that both projects were within budget.
- d. He added that the McGilvra had funds remaining, therefore the contractor also paved the asphalt playground, which was in poor condition.

Director Hersey made a motion to move this item forward to the full Board with a recommendation for approval. Director RS seconded. This motion passed unanimously.

Special Attention Items

1. Start of School Capacity Analysis Update (Asencio)
 - a. K-12 Planning Coordinator Becky Asencio reported on capacity calculations and related data for the engagement groups to review regarding start of school in September 2020.
 - i. Her team started at a high level to identify capacity constraints for both full time K-5 and an A/B rotation model.
 - ii. She reported that social distancing will reduce the District's building capacity by approximately 50%. The calculations indicate 10-15 people in a room at the same time.
 - iii. She highlighted other assumptions in the calculations as the exclusion of common rooms, lunchrooms, gym, from instruction space due to needs for storage or other uses. They also did not include lab spaces in case those spaces were used in a rotation model.
 - iv. She explained that further analysis is required for Preschool and Special Education.
 - v. Ms. Asencio reported that four committees, in seven meetings each, reviewed the data for different models.
 - b. Director Hersey expressed concern that community engagement was limited due to the time constraints and encouraged the Board Directors to stay in touch with many voices to bring forward additional needs and impacts from their communities.
 - c. Director Mack asked how the calculation accounts for portable classrooms. Ms. Asencio explained that they are on par, at about 15 people, and were included in the calculations.
 - d. Director Mack asked about the assessment of buildings with more portables than the site was designed to host in terms of handwashing and restrooms. Ms. Asencio explained that the analysis had not gone to that level of detail at this time. Her team was charged with a high-level assessment to gauge if the models were feasible and to daylight constraints.
 - e. Director Mack highlighted the recent launch of the Capacity, Enrollment, and Facilities Master Planning (CEAFMP) Advisory Committee. She asked if there were a way to invite those members to the engagement teams as community members. Mr. Podesta was certain that there was an opportunity to restructure the engagement teams. He suggested that the CEAFMP core team make a presentation to CEAFMP on this work. He added that the analysis was not a student assignment and facility planning exercise but specific to how school goes forward and what does a school day look like under Covid-19 protocols. He also suggested that once the threshold is discerned and the model selected, then engage CEAFMP.
 - f. Director Mack expressed a desire to leverage and engage CEAFMP. She asked that it be suggested to the Superintendent, Cabinet, and Leadership Team. Mr. Podesta noted that CEAFMP is a Board Advisory Committee. He suggested that the request for their involvement should come from the engagement teams. He recommended that Director Mack write to Director DeWolf and the Superintendent for an assessment and decision about how to use CEAFMP with the Engagement Teams.

- g. Director Mack committed to following up with her request that CEAFFMP have a role in school reopening process and be engaged in the process.
 - h. Mr. Podesta suggested gaining clarity on the model of starting school in the fall and then engaging CEAFFMP with a clear request.
- 2. School Traffic Safety Committee Annual Update (written update, only)
 - a. This item was not discussed.
- 3. Change Order Process (Best)
 - a. This item was postponed to the August meeting.

Adjourn

This meeting adjourned at 7:06 p.m.

The committee charter is to: Make recommendations with respect to Support Services, Facilities, Capital, and Technology issues identified in Policy No. 1010, Board Oversight of Management; Review and make recommendations to the Board for entering into capital and operations contracts, Review capital programs' budgets on a monthly basis; Review and make recommendations to the Board regarding the annual capital budget; Oversee levy planning and prioritization process and recommend levy guiding principles for consideration by the full Board; Provide overarching guidance space utilization; Review monthly reports on facility joint use agreements and maintenance backlog; In consultation with the Executive Committee, review and recommend action on facility joint use agreements; Develop, review, and recommend applicable Series 3000, 4000, and 6000 policies for consideration by the Board, including capital programs and contracts, facilities, and central support services; Ensure the leveraged use of Policy No. 0030, Ensuring Educational and Racial Equity; In coordination with the Superintendent and lead committee staff, develop and annual committee work plan.

Senior Level Staff	Project Manager	Project	Board Operation Committee Meeting Dates										
			August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021
Richard Best	Richard Best	Miscellaneous											
	Richard Best	Bldg Envelope											
	Anita Hornby	Furniture											
Becky Asencio	Paul Cathcart	Building Condition Assessment											
	Lewis Carlson	Capital Projects Warehouse											
	Becky Asencio	6900 & 6901											
	Becky Asencio	RBHS Landmarking											
	Michelle Hanshaw	Capacity Mitigation 2020-21											
	Michelle Hanshaw	Bitter Lake/Cleveland Field Land Exchange	BAR										
	Paul Cathcart	Seismic Assessment Contract	BAR										
	Paul Cathcart	BTA Master Planning											
	Paul Cathcart	BTA V Cost Estimating											
	Paul Cathcart	BTA V Master Planning Consultant											
Eric Becker	Brian Fabella	Webster School Addition & Modernization		Budget Transfer Covid									
	Brian Fabella	Viewlands ES Replacement		Racial Imbalance & Ed Spec & Value Engineering									
	Brian Fabella	Leschi ES Addition		AE BAR									
	Vince Gonzales	McGilvra ES Lunchroom Addition											
	Vince Gonzales	Queen Anne ES Addition & Modernization		Final Acceptance									
	Vince Gonzales	Northgate ES Replacement		Racial Imbalance & Ed Spec & Value Engineering									
	Vince Gonzales	Madison MS Addition	AE BAR	Intent to Construct BAR									
	mult	4 schools											
	Justine Kim (SOJ)	Daniel Bagley ES Addition & Modernization		Budget Transfer Covid									
	Justine Kim (SOJ)	Cascadia ES & Licton Springs K-8 / Robert Eagle Staff MS New Construction											
	Justine Kim (SOJ)	Van Asselt/Mercer	GCCM										
	Brad Tong (SOJ)	Ingraham HS Classroom Addition	Final Acceptance										
Mike Skutack	Mike Skutack	Six Schools 100 kW Solar Projects											
	Jeanette Imanishi	Magnolia School Addition & Modernization Phase 1											
	Mike Skutack	Magnolia School Classroom Addition Phase 2											
	Mike Skutack	Coe ES Classroom Addition	Construction Contract										
	Mike Skutack	Kimball ES Replacement	Racial imbalance & Kimball Ed Spec & VE										
	Paul Wight	SW Athletic Complex Synthetic Turf Replacement & Track Recoating											
	Paul Wight	West Seattle ES Classroom Addition											
	Paul Wight	West Woodland ES Classroom & Gym Addition											
	Paul Wight	Cleveland HS New Synthetic Turf and Track		Final Acceptance									
		Cleveland HS Field Lights	Final Acceptance										
	Paul Popovich (Parametrix)	Rainier Beach											
	Van Nguyen (CBRE/Heery)	Wing Luke ES Replacement											

Senior Level Staff	Project Manager	Project	Board Operation Committee Meeting Dates										
			August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021
	Steve Moore (CBRE/Heery)	Lincoln HS Addition & Modernization		Final Acceptance									
	Steve Moore (CBRE/Heery)	Lincoln Seismic											
Jeanette Imanishi	Mike Barrett	Portables											
	Mike Barrett	Fairmount Park Window Leak Repair											
	Mark Emelko	Franklin HS Window and Door Replacement											
	Mark Emelko	African American Academy Roof Replacement											
	Mark Emelko	North Queen Anne Roof Replacement											
	Mark Emelko	North Queen Anne System Upgrades											
	Mark Emelko	Olympic View ES Roof Repairs											
	Mark Emelko	West Seattle HS Roof Replacement											
	Mark Emelko	Garfield HS Upgrades											
	Mark Emelko	Wedgwood ES Upgrades											
	Milton Huertas	Broadview-Thomson K-8 Seismic Improvements			Final Acceptance								
	Milton Huertas	Beacon Hill ES, Maple ES & Orca K-8 Seismic Improvements			Final Acceptance								
	Milton Huertas	Cedar Park ES Restroom Addition			Final Acceptance								
	Milton Huertas	Laurelhurst ES & Sand Point ES Seismic Improvements											
	Milton Huertas	Washington MS Seismic Improvements			Final Acceptance								
	Milton Huertas	Whitman MS Seismic Improvements			Final Acceptance								
	Milton Huertas	McClure Seismic and Science Room Improvements											
	Tom Gut	Lafayette ES Seismic, Sprinkler & HVAC Improvements			Final Acceptance								
	Tom Gut	Catharine Blaine K-8 Seismic Improvements		Final Acceptance									
	Tom Gut	John Muir ES Geothermal Wells		Final Acceptance									
	Tom Gut	View Ridge ES Seismic Improvements											
	Tom Gut	Dearborn Park	Final Acceptance										
	Tom Gut	Adams ES Fire Sprinkler											
	Tom Gut	North Beach Site Improvements			Final Acceptance								
	Tom Gut	Jane Addams & Sacajawea ES Site Improvements			Final Acceptance								
	Tom Gut	Gatewood Door & HVAC	AE										
	Tom Gut	Boren HVAC	AE										
	Mike Jenkins	JSCEE Freezer Upgrade		Final Acceptance									
	David Standaart	Eckstein MS Exterior Solar Sunshades	Final Acceptance										
	David Standaart	Eckstein MS Seismic Improvements	Final Acceptance										
	David Standaart	Garfield HS Field & Lighting Improvements		Final Acceptance									

Senior Level Staff	Project Manager	Project	Board Operation Committee Meeting Dates										
			August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021
	Davis Standaart	Franklin HS Field Lighting Improvements											
	Jeanette/Conrad	Jane Addams MS & Nathan Hale Field											
	Conrad	Multiple Sites Playground Improvements											
	Conrad	WSHS Batting Cages		Construction Award Contract									
	Conrad	Madison MS Lights	Construction Contract										
	Conrad	Jane Addams MS Lighting	Construction Contract										
	?	NOVA Health Center											
	?	Whitman MS Field Lighting											
	David Standaart	West Seattle Field											
	David Standaart	Roosevelt Field Lighting											
	Jeanette/Conrad	Ballard Athletic Field	Final Acceptance?										
	David Standaart	Ballard Field Lighting	Final Acceptance?										

Change Order Log Review - July 8, 2020		
1	Wing Luke	Miller Construction; CO #8 \$9,029
2	Bagley ES	Lydig Construction; CO #10 \$134,951
3	Queen Anne ES	Hensel Phelps; CO #16 \$60,877
4	Webster ES	BNBuilders; CO #14 \$198,337
5	Broadview Thomson K8	Lincoln Construction; CO #6 \$53,364
6	West Seattle HS	Stemper Architecture; MOD #3 \$136,269
	Reviewed by Lisa Rivera-Smith	
	Signature:	
	Date:	



Approval of Name Change of South Lake High School to Alan T. Sugiyama High School at South Lake

Board Action Report

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

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For questions and more information about this document, please contact the following:

Laura Davis-Brown
Principal at South Lake High School
lldavisbrown@seattleschools.org

Attached to the Board Action Report there are several letters of support to change the name of South Lake High School and there are a lot of pictures sent in with the letters. Some of the letters are also sent in as pictures.



SCHOOL BOARD ACTION REPORT

DATE: May 28, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: Laura Davis-Brown/Principal, (206) 252-6605
Dr. Joe Powell/Assistant Principal, (206) 252-6606
Fred Podesta/Chief Operations Officer, (206) 252-0088

For Introduction: August 26, 2020
For Action: September 9, 2020

1. TITLE

Approval of name change of South Lake High School to Alan T. Sugiyama High School @ South Lake

2. PURPOSE

This Board Action Report proposes the name of South Lake High School (8601 Rainier Ave South) be changed to Alan T. Sugiyama High School @ South Lake.

3. RECOMMENDED MOTION

I move that the School Board authorize the change of the name South Lake High School to Alan T. Sugiyama High School @ South Lake.

4. BACKGROUND INFORMATION

This is a four-year collaborative effort to rebrand South Lake High School as a new Option School. The building has undergone structural updates and a deliberate programmatic change from an assigned school with focus on behavior development to a Seattle Public School Option School. The intent of changing the name from South Lake High School to Alan T. Sugiyama High School @ South Lake, signifies a new beginning and a connection to local culture and leadership. Historically, there have been some negative connotations with South Lake associated with its history as an assigned program for students having disciplinary issues. The community has taken the lead in changing this through a name change that celebrates a new beginning, and a respect for the historical past through keeping South Lake within the new name.

Community member Bob Watt and State Representative Tomiko Santos approached school leadership and initiated the effort to change the name to Alan T. Sugiyama High School @ South Lake. In accordance with School Board Procedure No. 6970BP, school leadership met with the Sugiyama family to learn about Mr. Sugiyama, his service and connection to the community. It was quickly recognized that Mr. Sugiyama embodied the vision, mission and core values of the newly reformed and rebranded South Lake High School. Further, Mr. Sugiyama attended Seattle Public schools, created strong community connections throughout his tenure and went on to have a profound positive impact on the community through grassroots organizing, advocacy and leadership.

Alan Tsutomu Sugiyama attended Bailey Gatzert Elementary, Washington Junior High, and Garfield High School, graduating in 1968. After high school, Mr. Sugiyama enrolled in Seattle Central Community College and went on to the University of Washington. As a college student, Mr. Sugiyama led and participated in many different protest and demonstrations, calling attention to issues of inequality and racism against Asian Americans. Mr. Sugiyama was a well-respected and influential community activist. He co-founded the Asian Family Affair (AFA) newspaper. Mr. Sugiyama led his own non-profit agency Center for Career Alternatives (CCA), founded in 1979, where he diligently served as Executive Director for thirty years (until 2010).

Mr. Sugiyama was the first Asian American elected to the Seattle School Board in 1989 where he served two terms until 1997. Mr. Sugiyama later served as the new director for the Executive Development Institute (EDI) until 2015.

5. FISCAL IMPACT/REVENUE SOURCE

The total cost for the new signage for the name change to Alan T. Sugiyama High School @ South Lake will cost \$20,000. This cost is for the sign and an installation fee. The leadership team at South Lake is enthusiastic in their support for this renaming and has already raised \$15,000 which came from the community members who initiated this name change. The school has applied for a \$5,000 grant to fund the remaining balance.

Expenditure: ☒ One-time ☐ Annual ☐ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☒ Multi-Year ☐ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

The initiative to change South Lake High School to Alan T. Sugiyama High School @ South Lake was initiated by community members. In accordance with Board Procedure No. 6970BP the school leadership team responded to this community request by meeting with the community. School leaders met with community members at least 5 times, reaching out to families, community members, and other interested parties. They also met with Mr. Sugiyama's family to get his engaging story and learn more about his legacy within the community. The Building Leadership Team, with staff, community and student representation reviewed the initiative, published plans of the initiative and moved unanimously to rename the school after Mr. Alan T. Sugiyama.

7. EQUITY ANALYSIS

The school leadership team reviewed School Policy 0030 and firmly believes that rebranding South Lake High School and renaming it after Alan T. Sugiyama, a local person of color who advocated for racial equality in the community and in Seattle Public Schools will promote educational and racial equality in the school and the community.

The school leadership team have considered all of our stakeholders, the history of our neighborhood and the historical stigma associated with the South Lake High School name. Renaming the school and ensuring that the students and community understand the legacy and values of Mr. Alan T. Sugiyama will promote racial equity and provide an enduring example to students of how one person's actions and determination can break down barriers to racial and educational equity. Mr. Sugiyama believed that all persons need and deserve a second, and sometimes third opportunity and he promoted determination and compassion while standing up to institutional systems of racism.

The newly named Alan T. Sugiyama High School @ South Lake will leverage Mr. Sugiyama's legacy and values to promote racial and educational justice furthest from educational justice.

8. STUDENT BENEFIT

As the school works to establish a culture of **Voice** and **Choice** for their students, the legacy and values of Mr. Alan T. Sugiyama will inspire, illustrate and guide students. The name change will provide a firsthand example of a person of color who acted upon his values to create change.

Further, in renaming South Lake High School to Alan T. Sugiyama @ South Lake High School, students will benefit from the rebranding and release from the negative connotations sometimes associated with the 're-entry' behavior modification program previously housed at South Lake High School. This will help set the way in which students view their school, how the community views the schools and ultimately, how students view themselves as students at the school.

The school **Believes**, **Inspires**, and **Empowers** their students, and they **Remix** how their students navigate **Education**. Renaming the school will help them with this mission.

9. WHY BOARD ACTION IS NECESSARY

- ☐ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☐ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☒ Board Policy No. 6970 and Board Procedure 6970BP, Naming of School District Buildings, provides the Board shall approve this item

☐ Other:

10. POLICY IMPLICATION

Board Policy No. 6970, and Board Procedure 6970BP, Naming of School District Buildings, require School Board approval for changing the name of a building. This board action reports documents the procedural requirements were met from Board Procedure 6970BP.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on August 13, 2020. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, South Lake High School will become Alan T. Sugiyama High School @ South Lake.

September 2020 Building Leadership Team (BLT) convene and plan rollout of new name
September 2020 BLT and school work with Community in Schools Family Cultural Navigator to coordinate community and family involvement.

September 2020 School will collaborate with the Alan T. Sugiyama foundation for the roll-out of the new name.

October 2020 Reader Board Unveiling with new name to go live.

October 2020 Redo website and school communications with name change

October 2020 School and Community celebration with new name to go live week of October 12th with online renaming ceremony.

13. ATTACHMENTS

- Letters of Support (For Reference)
- Northwest Asian Weekly Article: Remembering a giant-Alan Sugiyama Way street sign serves as a reminder for future generations (For Reference)
- Obituary Inserts: Remembering the Life and Contributions of Alan Sugiyama (For Reference)
- Board Procedure 6970BP, Naming of School District Buildings Procedure (For Reference)

Superintendent Denise Juneau
Seattle Public Schools
2445 3rd Ave S.
Seattle, WA 98134

December 16, 2019

Dear Superintendent Juneau,

I am writing in full support of renaming South Lake High School to the "Alan T. Sugiyama High School at South Lake."

I knew Alan Sugiyama as "Uncle Al" as he was my father's younger brother. I grew up with his two daughters, Mari and Alysa, who were the exact same age as me and my older sister. One of my greatest childhood memories was when my Uncle Al graciously took me to Hawaii with Mari and Alysa. He welcomed me into their family vacation like it was no big deal.

When I was a child, I didn't truly know how involved my Uncle was in the community and what a great impact he was making in education, social justice and community activism. Now, as an adult and as a teacher in the Seattle School District, I understand his importance and his legacy.

My uncle began his instrumental community work in college when he advocated for Asian Americans in local colleges and formed Asian American student unions at Seattle Central and then at UW. In 1979, he founded the Center for Career Alternatives and significantly impacted the lives of 30,000 people with his work. In 1989, he became the first Asian American on the Seattle School Board where he advocated for equity in education. Throughout his life, my uncle dedicated his life to defend and advocate for marginalized populations. It seems like a fitting tribute for his name to be emblazoned on a school like South Lake.

My uncle was a fighter until the end. When he was diagnosed with cancer, it didn't even faze him and for two years, he battled it with unending courage and determination. I was always so amazed when I saw him after a chemotherapy treatment, and you couldn't even tell he was tired. He would write the family update emails on his chemo sessions and tell us he was eating a donut while he was writing the email. He would tell us that this sickness was just a "temporary setback" and that he would overcome it. He really was Superman, and I am so proud to have been part of his family.

There is no one else whose name would look better on the front of this high school than my uncle's.

Thank you very much for your time and consideration.

Sincerely,

Emily Sugiyama (Alan Sugiyama's niece)
EmilYESugiyama@gmail.com
206-579-6154

December 30, 2019

Superintendent Denise Juneau
Seattle Public Schools
John Stanford Center for Educational Excellence
2445 3rd Avenue South
Seattle, WA. 98134

Dear Superintendent Juneau,

I am writing to convey my full and enthusiastic support for renaming South Lake High School to “the **Alan T. Sugiyama High School at South Lake**”.

Alan (Al) Sugiyama, a lifelong Seattle resident, was the first Asian American elected to the Seattle School Board, served as Chair of that board and devoted his life to helping secure justice for people from every background. Al played a critical leadership role in the success of the first Education Summit hosted by the Mayor Norman B. Rice. That success resulted in the passage of the first Families and Education Levy, a legacy that lives on today.

Al’s long list of accomplishments started with his activism to call attention to issues of racism and inequities affecting low-income and minority-impacted communities when he was a college student. In 1979, he founded the non-profit, Center for Career Alternatives and led that organization for thirty years. During that time, he helped thousands of people, from all racial and economic backgrounds, to gain the skills needed to become employed and/or further their education so that they could contribute to their families and communities. Al also served several years as the Director of the Executive Development Institute (EDI). That work, along with his devotion to helping young professionals build their leadership skills, propelled many to greater roles and responsibilities within their organizations, politically, and in the community.

Having been raised in Seattle, with a background in education, including work with the Seattle schools, Al was an early mentor, colleague and personal friend for many years. As a career public servant, now serving in a leadership role in government, I am committed to provide that same support to others.

Re-naming South Lake High school is a visible way to honor the life and legacy of Alan Sugiyama and his service to the Seattle Schools and broader communities. I urge you and the Board to approve this name change. Thank you.

Sincerely,

Edmon Lee
2401 – Crestline Drive NW
Olympia, WA 98502

RECEIVED

JAN 27 2020

Seattle Public Schools
Office of the Superintendent

Superintendent Denise Juneau
Seattle Public Schools
John Stanford Center for Educational Excellence
2445 3rd Avenue South
Seattle, WA 98134

January 19, 2020

Dear Superintendent Juneau,

This letter is submitted in support of the renaming of South Lake High School to Alan T. Sugiyama High School at South Lake.

Such a designation would be a well deserved honor that represents Alan's lifelong experiences and commitment to serving others.

Alan was born in Seattle's inner city and attended Seattle Public Schools, including Bailey Gatzert, Washington Jr. High, and Garfield High School. He went on to Seattle Community College and University of Washington to earn his bachelor's degree.

His career included positions in education, community service, career training, and being elected to the Seattle School Board.

Throughout his life he strongly felt the need and responsibility to support, work with, and defend the underserved and disadvantaged. From his early college days he was involved in civil rights movements, activism in the creation of ethnic programs, and organization of various cultural events throughout the community.

He led by being involved as well as by example. Besides teaching in classrooms and being on picket lines and marching for cultural sensitivity, he started a business, held board positions in several organizations, including the Seattle School Board, Asian Student Coalition @UW, and Executive Development Institute.

His organization, The Center for Career Alternatives, provided programs for job/skills training as well as continuing education classes and job placement programs for 30 years. Their clients were a diverse range of underserved, low income, and cultures/ethnic groups.

His life and career align well with the mission and goals of the South Lake High School. His hard work and his constant commitment to creating a positive learning environment for all students are an inspiration to many people. Renaming the school in his honor would be a constant reminder of Alan Sugiyama's positive contributions to the Seattle community and educational system.

Sincerely,



Bruce Abe
10443 61st Avenue South
Seattle, WA 98178

btabe610.11@gmail.com

DIANE YEN-MEI WONG
8925 SE 54TH STREET
MERCER ISLAND, WASHINGTON 98040
425-736-6080 DYMWONG@GMAIL.COM

January 9, 2020

Superintendent Denise Juneau
Seattle Public Schools
John Stanford Center for Educational Excellence
2445 Third Avenue South
Seattle, WA 98134

Dear Superintendent Juneau:

I've heard that the district has the opportunity to rename the South Lake High School to the "Alan T. Sugiyama High School at South Lake." This is a potential action that I wholeheartedly support.

Though I now live on Mercer Island, I grew up in Seattle and attended Seattle public schools from kindergarten (Lowell), through junior high/middle school (Meany) and high school (Garfield). Al and I were Garfield classmates, and it was there that we shared many experiences that guided each of us along our paths to seek social justice in our respective ways.

You've undoubtedly heard from many others about Al's journey from being elected as the first Asian American school board member, to his critical role in the passage of the first Families and Education levy, to his leadership at the Center for Career Alternatives. He was very vocal and assertive about what needed to be done – and how it needed to be done *now*.

I want to point out to you, however, one of the lesser known facts about Al. When we were in high school, he wasn't as vocal as he later became. What prompted him to learn to speak up and speak out was that sense of what he saw was unfair and unjust about the society around him. Throughout his student, community and professional spheres, his message was consistent: Fight racism and inequality through ensuring that young people have access to education and jobs.

What better way to recognize his commitment to this worthy cause than to rename South Lake High School, which focuses on students and helps them find their own individual paths to success. It's a very good match. To support this effort, I'm making a donation to the Alliance for Education to the Alan T. Sugiyama School Fund. I look forward to hearing from you about your decision and hope that it's a positive one in response to this request. Thank you for your consideration.

Yours truly,



Diane Yen-Mei Wong

Superintendent Denise Juneau

Seattle Public Schools

John Stanford Center for Educational Excellence

2445 3rd Avenue South

Seattle, WA. 98134

Bob Watt

6554 49th Ave. SW

Seattle, WA. 98136

206-930-1075

12/08/2019

Dear Superintendent Juneau,

I write to you to convey my complete, enthusiastic support for renaming South Lake High School to "the Alan T. Sugiyama High School at South Lake".

Alan (Al) Sugiyama, a lifelong Seattleite died January 2, 2017. Al was the first Asian American elected to the Seattle School board, he was the first Asian American to serve as Chair of that board and he devoted his life to helping secure justice for people from every background. Al Played a critical role in the success of the first Education Summit hosted by the Mayor Norman B. Rice. That success resulted in the passage of the first Families and Education Levy, a legacy that lives on today.

Al's list of accomplishments is long, starting with his activism to call attention to the issues of racism and inequity affecting Asian Americans when he was a college student. He founded the Center for Career Alternatives in 1979 and led that organization for thirty years. During that time, he helped thousands of people, from every racial and economic, background gain the skills they needed to land a job so that they could contribute to their families. That work and his devotion to helping young people is why putting his name on South Lake High School is so right. Or as Al would say so "right on to the right on."

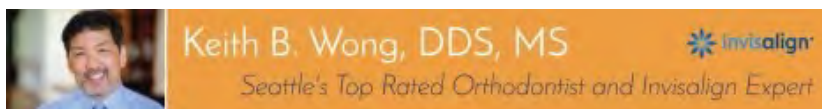
The leadership team at South Lake is enthusiastic in their support for this renaming. \$15,000 has already been raised and is sitting in an account at the Alliance for Education to help defray any costs associated with the name change and as the beginning of a fund to help support the staff and students at South Lake. In my many years of civic involvement in Seattle, I have never seen a better way to honor the life and legacy of such a remarkable man. I urge you to approve this name change as soon as possible. Thank you.

Sincerely,

Bob Watt, (Friend of the Sugiyama family)

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Remembering a giant — Alan Sugiyama Way street sign serves as reminder for future generations

AUGUST 9, 2018 BY NORTHWEST ASIAN WEEKLY

By Zachariah Bryan
NORTHWEST ASIAN WEEKLY



Seattle Mayor Jenny Durkan (3rd from right) with Sugiyama's family members. (Photo by Zachariah Bryan)

It's only fitting that the late community activist Alan Sugiyama had a street named after him on Beacon Hill.

When he first moved here, it wasn't a perfect neighborhood, but it was one of the only areas

in Seattle where he could buy a house, thanks to discriminatory practices preventing Asian Americans from buying elsewhere. Larry Matsuda, a longtime friend of Sugiyama who also lives in Beacon Hill, said people used to call the neighborhood "Rice Hill."

But, in typical Sugiyama fashion, he built a community around himself and made this place his home. This is where he went on jogs, hosted softball and flag football games, and raised his family.

"His life was around here," said Willon Lew, another longtime friend. "His home base was here."

About 100 people, including friends and family and public officials, gathered together on Friday, Aug. 3 to celebrate the sign's unveiling on the intersection of South Nevada Street and 15th Avenue South, just a few blocks away from Sugiyama's former home.

At a time when Beacon Hill is changing and gentrifying, along with the rest of Seattle, the event served as a moment to remember how Sugiyama has contributed to the neighborhood and the city.

"It shows you Seattle, at its best, learns from its civil rights leaders, from its communities, from its activists," said Mayor Jenny Durkan, who gave remarks at the event. "We have seen so much change in our city, so rapidly ... but what we have to make sure remains is that commitment to being a better city that Alan stood for."

And what a long list of things he did.



Mayor Jenny Durkan at podium with Sugiyama's family and friends (Photo by Zachariah Bryan)

In the 1960s and 70s, he fought for Asian American representation at local colleges, co-founding the Oriental Student Union at Seattle Central Community College and, when he transferred, leading the Asian Student Coalition at the University of Washington.

He founded the Center for Career Alternatives in 1979, which provided education and career development services to over 30,000 people over 30 years.

In 1995, he became the first Asian American to serve on the Seattle School Board.

And, up until a few years ago, he acted as director for the Executive Development Institute, which provides Asian and Hispanic leadership development.

Sugiyama, who passed away on Jan. 2, 2017 after a two-year battle with cancer, continued to speak up until the end. He called for police accountability, hiring Asian Americans for senior positions in the police department, and improving public safety in the International District.

Lew gets exasperated just thinking about everything Sugiyama did in his life. "I don't know how he found the time," he said.

That's just who he was, though. Sugiyama made time for anybody and everybody, said

daughter Alysa Sugiyama. It didn't matter who you were, whether you were an immigrant from Ethiopia or a barista who worked just a couple blocks away from his house, he would do everything he could to help.

It's a value that Alan Sugiyama would instill in his two daughters. Alysa said she and her older sister Mari grew up going to community events.

"We thought it was normal to go to all these agency functions," she said. "He wanted us to engage with people every day, to get out there and talk to people."

Mari Sugiyama remembered when her high school required a certain number of hours for community service and her only response was, "Yeah, so what?" Compared to her father's demands, the requirements were nothing.

Both Mari and Alysa Sugiyama said that their dad had inspired them to help people in their own careers. The former has made a career out of working with nonprofits, while the latter works with special needs children as a teaching assistant.

Matsuda, who's known Alan Sugiyama since grade school, can't help but to laugh at all his friend achieved in life. He remembers when they were in the Army Reserve together. Matsuda was a sergeant when Alan Sugiyama showed up one day, looking lost.

"He was just a little private. He didn't know what shoes to wear. He didn't even have a uniform," Matsuda said. "But we watched out for him."

Later on, their roles would reverse, when Matsuda was the Seattle Public School superintendent and had to take orders from Alan Sugiyama, who was elected to the school board. It was an example that you should treat people below you kindly, because you never know when they're going to be your boss, Matsuda said.

Reflecting on Alan Sugiyama's life, Matsuda said he grew into a great leader: "Truthful, honest, unlike our politicians today," he said. "He wasn't in it for self interest. He was in it to help people."

Mari Sugiyama said the street sign is important, because not everyone living in Seattle right now know people like her father — people who are willing to give everything and then some to the community.

"There are more and more people (living here) who don't know people like that. Not everyone has a Sugiyama as a dad," she said.

Hopefully, Alysa Sugiyama said, people will see his name on the sign and Google it and learn about what he has done for the community.

Alan Sugiyama's values and actions should never be forgotten, Matsuda said. He likes to ascribe a famous Andrew Jackson quote to his friend, "One man with courage makes a majority."

"That's how he lived his life," he said. "He was five-foot, three-inches tall, but he was a giant."

Zachariah can be reached at info@nwasianweekly.com.

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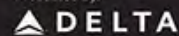


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Presented by:



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January 22, 2020

Superintendent Denise Juneau
Seattle Public Schools
2445 3rd Ave S.
Seattle, WA 98134

Dear Superintendent Juneau,

I am the oldest daughter of Alan Sugiyama and write to you in full support of renaming South Lake High School to the "Alan T. Sugiyama High School at South Lake."

My dad was born and raised in Seattle and was a proud graduate of the Seattle Public Schools – most specifically Garfield High School class of 1968 and their self-imposed nickname as "the greatest class." Anyone can read about my dad's career, his years on the Seattle School Board, or his political activism and involvement, but I want to share some of the things that not everyone may know to further share why this would be a great fit for South Lake and the South Seattle area.

Growing up, my dad struggled with school. He would often share how he probably suffered from some form of dyslexia and he would also share about his stress and anxiety around reading and taking tests. After graduating from Garfield and heading to Seattle Central Community College, he transferred to the University of Washington before getting his degree from SCCC. This may have been in part due to his educational ability or shortcomings, but was also linked to his involvement in protests and demonstrations about SCCC leadership at the time. Nonetheless, an alternative path to a university education is one my dad always supported, which speaks to his support of different strategies to help students learn.

Later, my dad found himself as a "junior counselor" at Franklin High School. My dad wasn't that much older than the students at the time, but these were connections and relationships he maintained until his dying day. He would mention his ongoing lunch catch-up sessions, even in the years leading up to his passing, with the group of "knuckleheads," but with the utmost respect and endearment. I share this because his ability to connect with high school students as their counselor, back in the 1970s, shows a side of him where he clearly saw the value in support for students who could thrive from "alternative" school staff members. My dad was someone who could relate to the students, but they could also see themselves in him, too.

When my dad founded Center for Career Alternatives in 1979, I don't think he knew or could even imagine being ahead of his time. The innovation of having a GED program and middle school re-entry program that would help kids back into the Seattle Public Schools, is just the kind of support we need for students. This is one piece that seems to be most closely aligned with South Lake and the effort it takes to help kids get back on track with their education.

In all his years, his community and professional endeavors were all focused on some of the same key components – help others, do what you can, and speak up. I remember when it came time for me to pick a school and I made a comment about a school being "ghetto." My dad said something along the lines of – "why do you say that? If kids like you never go there, parents and families don't put in work at the school, how do you expect it to get any better? You gotta put in the work!"

A few months ago, my sister and I had the pleasure of meeting the principal and vice principal of South Lake High School and in that conversation, we learned so much more about South Lake High School that would make my dad proud of their model. The on-site childcare facility paired with a parenting class as part of the curriculum for young parents was a major highlight. The music studio and production course was another component we talked about after we left. The comfortable, yet spacious layout also felt very welcoming and conducive to a great setting for students. But most notably, the sense of community really felt to be aligned with the spirit of my dad. Not to mention the school color being the exact shade of blue my dad often gravitated towards in terms of his jackets, suitcases, sheets, towels, etc.

A prominent name addition to South Lake High School, can be that extra push, that extra “oomph” for students at South Lake to figure out what their path to success will look like. Learning about my dad and his accomplishments, but also his philosophies and drive can help these students see their future in new ways. They, too, can find alternate ways to get support from their administrators and community to be successful in school and beyond, just like my dad. South Lake High School is exactly the type of institution my dad would be honored, humbled, and excited to support. I urge you to make this vision a reality.

Thank you.

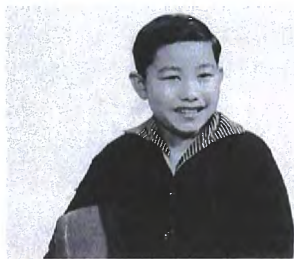
Sincerely,

Mari Sugiyama

Maple Elementary School, Madison Middle School, Franklin High School graduate

marmar.mari@gmail.com

206-669-2535



ALAN TSUTOMU SUGIYAMA

passed away January 2, 2017 after a long and courageous battle with cancer. He will be remembered as a loving dad, doting grandfather, loyal and lifelong friend to many, activist, and inspiration to us all.



A proud Seattle native, Alan was born on September 10, 1949 to Sansaku and Susan Sugiyama, the youngest of five children. Alan attended Bailey Gatzert Elementary, Washington Junior High, and Garfield High School, proud class of 1968. After high school, Alan went on to Seattle Central Community College

and then the University of Washington. As a college student, Alan led and participated in many different protests and demonstrations to call attention to issues of inequity and racism against Asian Americans. Although Alan would talk about his trouble in school and was never the

greatest
speller even
decades

later, he,
perhaps
ironically, co-

founded the

Asian Family
Affair (AFA) newspaper which
is where he met his future wife,
Kathy Tagawa.

In 1973, Alan and Kathy were married and continued their roles in community activism and the AFA. From trips to Hawaii and Mexico, and



road trips along the coast to California, Alan and Kathy loved traveling together. Both would fondly recall these trips as some of their most memorable vacations. Many of their adventures and travels included their nieces and nephews and after these "trial run" kids, Alan and Kathy



welcomed daughter Mari in 1983 and daughter Alysa arrived in 1987. By this time, Alan was busy leading his own non-profit agency Center for Career Alternatives (CCA), founded in 1979, where he diligently served as executive director for thirty years.



Raising the girls on Beacon Hill and after enrolling Mari in Seattle Public Schools, Alan decided to run for the school board. He was the first Asian American elected to the board in 1989 where he served two terms until 1997. To his daughters, Alan was coach, short order breakfast cook, BBQ extraordinaire, and career advisor. They happily remember the days when Alan would purchase cases of cookies to deliver to the schools in his region (with the girls getting the extras!) When Mari and Alysa embarked on career

paths that led them to working in public schools, they were always proud to encounter people who still knew and recalled memories of their dad and his time on the school board.

After leaving CCA in 2010, Alan spent a few years as a consultant, or as Kathy would clarify, "unemployed." When Kathy fell ill in 2012 with her own bout of cancer, Alan's "unemployment" allowed him to care for her in the last few





months of her life. Just a few short months after Kathy's passing, Alan was selected as the new executive director for the Executive Development Institute (EDI). As executive director, Alan truly enjoyed the new experiences with each EDI cohort. It seemed to be the perfect progression from his time at CCA and working with clients in need of basic job skills, to now working with professionals in pursuit of greater leadership development. Even when diagnosed with esophageal

cancer, which spread to the pancreas, in September 2014, Alan continued in his position at EDI. After much thought and amidst intense chemotherapy sessions, Alan stepped down from his role in 2015, but maintained his involvement as executive director emeritus up until his passing.

With his treatments being every other week and with his fighting spirit and positive outlook about how chemotherapy was keeping him alive, Alan was not one to

chemotherapy, so much so that it was sometimes difficult to track him down! During two years of chemotherapy, Alan



deviate from the busy schedule he had maintained his entire life. He set up a number of meetings and gatherings on his "off weeks" from

remained fierce and upbeat. Typical of his "go get 'em" attitude, numerous people recall Alan reaching out to them during their own cancer treatments and offering encouragement.



Two years after his initial diagnosis, one which did not have a favorable prognosis, nor did it have statistics or



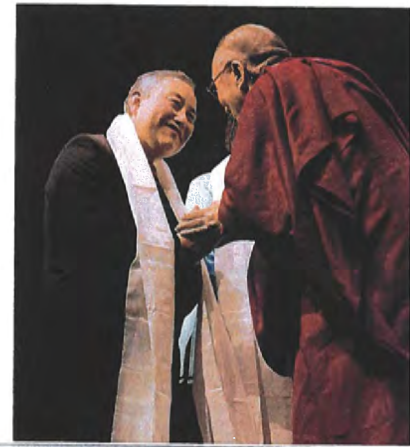
typical treatment measures for doctors to refer to, Alan finally convinced himself, at the prodding of his daughters and oncologist Dr. Soma, to take a celebratory trip to Hawaii. On November 4th, as he was tying his shoes to go

for an early morning run, Alan fell in his hotel room. In the Hilo Hospital, doctors found a large tumor in his brain, as well as two smaller tumors.

Once home in Seattle, Alan was immediately admitted to Swedish Hospital Cherry Hill where he underwent two brain surgeries. The days and nights were long, recovery was difficult, and the usual indomitable spirit of Alan was starting to falter. Thankfully, family members and close friends stepped in to help provide comfort and assistance to Alan as he tackled each day. No one was more supportive or helpful than brother-in-law Eugene Tagawa. When things got especially tough for Alan, Eugene was his go-to guy who provided much strength and reassurance until the very

end. In the last few months of Alan's life, nieces Tracy and Annie flew up from California to help him in the hospital, and niece Sheri was a weekly helper dedicating many hours to being by her Uncle Al's side during some of his most difficult moments. When he passed away, Alan was surrounded by family and dear friends.

Alan is survived by daughters Mari (Adam Woolverton) and Alysa (Adam Kong); siblings Glenn (Corey), Steve (Carol), and Dick (Jan). He is also





sympathies to the family. They shared how much it was their pleasure and privilege to care for him and commented

Although we all wish we had just a little more time with Alan, one of his common phrases, in addition to “**right on to the right on,**” was “**that’s just the way it goes.**”

survived by granddaughter Kaia Woolverton whom he lovingly called “Hiya Kaia;” numerous nieces and nephews; and a large extended family. Alan was preceded in death by his parents; former wife Kathy; and sister Carole Burrus. Even after his passing, Alan’s impact on those around him was evident. While standing outside his hospital room, his nurses came by to offer

on how nice he was. Even in his weakened state, Alan still tried to call people by name and wanted to do what he could to listen to the nurses and their orders. Throughout this entire ordeal, the one person Alan relied on most was his oncologist, Dr. Soma, of the Swedish Cancer Institute. The calm resolve of Dr. Soma perfectly balanced Alan’s “take charge” attitude, even when fighting for his life. The family is grateful to Dr. Soma, nurse Carrie, and Gus for their care of Alan, as he always held them in high regard.



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Proposal to rename city intersection after Al Sugiyama

JULY 13, 2017 BY NORTHWEST ASIAN WEEKLY

By Ruth Bayang

NORTHWEST ASIAN WEEKLY



Artist concept illustration of what the intersection would look like.

Over his 30-year career, the late Alan Sugiyama gave a helping hand to thousands of people who needed mentoring, job training, advice, or friendship.

Now, there is a proposal to rename a Seattle city intersection after the community activist.



Alan Sugiyama

"The late Mr. Sugiyama used the intersection for over 20 years as his literal pathway to serve thousands of K-12 students and adult work trainees in Seattle and Everett from his home between South Oregon and South Nevada Streets on 13th Avenue South," said Larry Matsuda, of the Alan Sugiyama Memorial Committee. "The intersection is close to Mercer Middle School. The school was in the district he served as a board member and is close to his home ... Since the Center for Career Alternatives (CCA) no longer exists and the buildings are occupied by other agencies, there was not an opportunity to honor him at that site for his years of service as CCA executive director."

Sugiyama, who died in January, established the CCA for young people in the 1980s, served as the first Asian

American on the Seattle School Board in the 1990s, and was the director for the Executive Development Institute (EDI) until a few years before his death.

On Memorial Day, a group of community members met to discuss how to remember and honor Sugiyama's work and service. The idea arose to have the south Seattle intersection named in his honor with a plaque and street sign. Sugiyama's daughter still lives in the neighborhood and uses the intersection.

The Alan Sugiyama Memorial Committee met with Seattle City Council President Bruce Harrell in late June.

Harrell agreed to support legislation to make the street signs and plaque a reality by a Sept. 10 unveiling — which would have been Sugiyama's 68th birthday.

Tim Julius, a former CCA board member, said, "Al was a great, passionate community activist who wanted everyone to have the opportunity to improve their lives and in turn our communities."

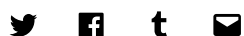
Sugiyama's friend Cindi Shiota told the Northwest Asian Weekly she was delighted to hear of this renaming effort, and that she could not think of a more appropriate recognition for a more deserving individual. "In fact, the only person I could think of who would not fully agree with and support this project would have been Alan himself," said Shiota. "It is really a memorial to all the good [Alan] has done in this world and a lasting reminder to all of us that there is more we can and should do to help our people and communities."

Now, the Committee's goal is to raise \$4,000 — \$2,000 for the signs and \$2,000 for the plaque, mailings, postage, and hall rental for the unveiling. To make a tax deductible donation, make checks payable to: OCA Greater Seattle and write "Al Sugiyama Memorial" on the left hand corner of the check. Mail to Larry Matsuda, Memorial Committee, 4134 12th Avenue South, Seattle, WA 98108.

Last year, the Seattle City Council approved a proposal to honor another late community activist — Donnie Chin. The International Children's Park was renamed Donnie Chin International Children's Park. Chin was instrumental in the founding and building of the park in 1981.

Ruth can be reached at editor@nwasianweekly.com.

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December 19, 2019
In "Community News"



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December 20, 2018
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City Council resolution on Al Sugiyama Way

July 30, 2018
In "Names in the News"

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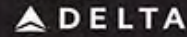


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December 13, 2019

Dr. Denise Juneau, Superintendent
2445 3rd Ave. S
Seattle, WA 98134

Subject: South Lake High School Name Change

Dear Superintendent Juneau,

Please accept this proposal for the South Lake High School name change in honor of Alan Tsutomu Sugiyama to The Alan Tsutomu Sugiyama High School at South Lake, in accordance with procedure 3 of the School District Policy No. 6970BP, dated April 13, 2015.

Alan Tsutomu Sugiyama attended Bailey Gatzert Elementary, Washington Junior High, and Garfield, proud class of 1968. After high school, Mr. Sugiyama went on to Seattle Central Community College and then the University of Washington. As a college student, Mr. Sugiyama led and participated in many different protest and demonstrations to call attention to issues of inequality and racism against Asian Americans. Mr. Sugiyama was a well-respected and influential community activist, and he co-founded the Asian Family Affair (AFA) newspaper. Mr. Sugiyama lead his own non-profit agency Center for Career Alternatives (CCA), Founded in 1979, where he diligently served as excutive director for thirty years (until 2010). Mr. Sugiyama was the first Asian American elected to the board in 1989 where he served two terms until 1997. Mr. Sugiyama later served as the new director for the Executive Development Institute (EDI) until 2015.

This is year four of a collaborative effort to rebrand South Lake High School and to establish a culture of voice and choice for our students. Dr. Powell and I were initially approached by Bob Watt and State Representative, Sharon Tomiko Santos with this opportunity, once Dr. Powell and I met with Mr. Sugiyama's family we were further convinced that the name Sugiyama embodies the essence of South Lake High School. Furthermore, we believe the renaming of the school is an essential component to completing the rebranding of South Lake and the Sugiyama name is reflective of our vision, mission and core values.

Thank you for your time and consideration of our proposal. Additional letters of support for Alan Tsutomu Sugiyama is forthcoming. We look forward with great anticipation for Alan Tsutomu Sugiyama's name to serve as the beacon for South East Seattle and the entire South Lake High School community.

Sincerely,

Laura Davis Brown, Laura, Principal

South Lake High School



8601 Rainier Ave S, Seattle, WA 98118 | Phone: 206.252.6600 | Fax: 206.252.6601

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Superintendent Denise Juneau

January 3, 2020

Seattle Public Schools

John Stanford Center for Educational Excellence

2445 3rd Avenue South

Seattle, WA. 98134

Dear Superintendent Juneau:

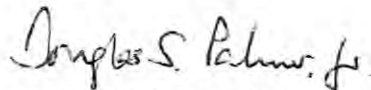
I am writing to you to convey my enthusiastic support for renaming South Lake High School as "the Alan T. Sugiyama High School at South Lake."

I knew Al Sugiyama for a long time as a board director for the Center for Career Alternatives, which he founded in 1979 and led for thirty years. During that time, CCA helped thousands of people, from every racial and economic background, gain the skills they needed to land a job so that they could contribute to their families. No doubt others have written of Al's other accomplishments---his activism to call attention to the issues of racism and inequity affecting Asian Americans when he was a college student; the first Asian American elected to the Seattle School board and the first Asian American to serve as Chair of that board; and playing a critical role in the success of the first Education Summit hosted by the Mayor Norman B. Rice, which resulted in the passage of the first Families and Education Levy. Al devoted his life to helping people from every background, especially young people.

I understand that the leadership team at South Lake is enthusiastic in their support for this renaming, and that \$15,000 has already been raised and is sitting in an account at the Alliance for Education to help defray any costs associated with the name change and as the beginning of a fund to help support the staff and students at South Lake.

Putting Al's name on South Lake High School would be a fitting tribute to Al, and a perfect name for the school. I urge you to approve this name change as soon as possible. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Douglas S. Palmer, Jr." The signature is written in a cursive, flowing style.

Douglas S. Palmer, Jr.



SCHOOL BOARD ACTION REPORT

DATE: August 7, 2020
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0636, fhpodesta@seattleschools.org

For Introduction: August 26, 2020
For Action: September 9, 2020

1. TITLE

BEX V: Resolution is 2020/21-5 Racial Imbalance Analysis for Kimball Elementary School Replacement project

2. PURPOSE

The D-5 form for the Kimball Elementary School Replacement project is ready for submittal to the Office of Superintendent of Public Instruction (OSPI) for state funding assistance. A Board Resolution is required by OSPI as a part of the state funding assistance process to certify under WAC 392-342-025 that the project will not create or aggravate racial imbalance.

3. RECOMMENDED MOTION

I move that the School Board approve Resolution 2020/21-5 certifying that the proposed Kimball Elementary School Replacement project will not create or aggravate racial imbalance as defined by WAC 392-342-025.

4. BACKGROUND INFORMATION

a. Background

The Capital Projects and Planning Department has recommended that Kimball Elementary School be demolished and replaced due to poor building conditions outlined in the 2014 Facility Assessment Report by Meng Analysis and the 2019 Building Condition Assessment Update by McKinstry. The BEX V Levy proposes construction of a new 650 student school be built on the Kimball site which will open in the fall of 2023.

OSPI is responsible for administering the School Construction Assistance Program (SCAP), which is OSPI's largest capital program and provides funding assistance for facility planning, new construction, and modernizations. Based on OSPI's work, the Legislature makes biennial appropriations to release state funds for school construction assistance through the D-Form approval process which includes the primary documents that form the basis of any agreements between OSPI and the school districts receiving state funding assistance.

The OSPI Form D-5 requires a School Board Resolution to certify under [WAC 392-342-025](#) that a SCAP funded project will not create or aggravate racial imbalance. If this resolution is not approved in a timely manner, state funding assistance for this project will not be forthcoming. SCAP funding for Kimball Elementary School Replacement project is estimated to be approximately \$1,877,765.

An evaluation was performed using enrollment data from the 2011 through the 2019 school program years to certify under WAC 392-342-025 that the Kimball Elementary School Replacement project will not create or aggravate racial imbalance.

WAC 392-342-025 definition of racial imbalance in a greater than fifty percent minority, non-multiracial school district such as Seattle Public Schools shall be defined (by current federal categories) as existing when:

Part (a): When the combined minority enrollment of a school varies from the district-wide combined minority percentage by more than plus or minus twenty-five percentage points:

Part (b): When a school's enrollment of a single minority group with a district-wide enrollment of less than thirty percent exceeds fifty percent:

Part (c): When a school's enrollment of a single minority group with a district-wide enrollment of thirty percent or more exceeds the minority group's district-wide percentage by twenty percentage points or more:

Analysis:

Kimball Elementary Part (a) analysis: Kimball Elementary School was shown to be racially balanced as defined by WAC 392-342-025 (a) in 7 of the 8 years studied with the last 5 years trending toward an even more balanced racial make-up.

Kimball Elementary Part (b) analysis: Kimball Elementary School was shown to be racially balanced as defined by WAC 392-342-025 (b) in 8 of the 8 years studied.

Kimball Elementary Part (c) analysis: Kimball Elementary School was shown to be racially balanced as defined by WAC 392-342-025 (c) in 8 of the 8 years studied with the last 5 years trending toward a more balanced racial make-up.

Conclusion: The Project meets the requirements outlined by WAC 392-342-025 Parts (a-c) for racial balance in a greater than fifty percent minority, non-multiracial school district.

b. Alternatives

Do not approve Resolution 2020/21-5. This is not recommended. If Resolution 2020/21-5 is not approved, the D-5 form cannot be submitted to OSPI and the district will not receive state funding assistance.

c. **Research**

- WAC 392-342-025 Racial Imbalance Prohibition - Definition and acceptance criteria
- Enrollment Data specific to the evaluation of WAC 392-342-025 Racial Imbalance Prohibition
- 2014 Building Condition and Educational Adequacy Assessment Report – Meng Analysis
- 2019 Seattle Public Schools Building Condition Assessment Update – McKinstry

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will ultimately be the receipt of \$1,877,765.

The revenue source for this motion is \$1,877,765 of state funding assistance.

Expenditure: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

Revenue: ☒ One-time ☐ Annual ☐ Multi-Year ☐ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

The selection of projects in the BEX V program went through an extensive community vetting process and ultimately received 73% approval from voters in February 2019.

The design of the Kimball Elementary School Replacement project was developed in conjunction with the School Design Advisory Team (SDAT) that included staff, students, parents and community members from Kimball Elementary School. This group met during the fall of 2019 to provide site-specific information about facility use, programs and educational goals upon which the design is based. The Kimball Elementary School Replacement project will support the district's current educational goals as well as providing the flexibility to accommodate emerging educational programs.

7. EQUITY ANALYSIS

The district's Racial Equity Analysis toolkit was utilized to guide the planning process for the BEX V Capital Levy, influencing community engagement methods, preparation of the 2018 update to the Facilities Master Plan, and ultimately the final proposed levy package. The Board's guiding principles stated that racial and educational equity should be an overarching principle for the BEX V Capital Levy planning in accordance with Board Policy 0030, Ensuring Educational

and Racial Equity. Projects identified for inclusion in the BEX V Capital levy will ultimately improve conditions for all students in the affected schools. Improved building conditions create a better environment for learning and can provide facilities to better position students for academic success.

8. STUDENT BENEFIT

It is the goal of the district to continue the process of implementing the BTA and BEX Capital Levy programs and provide students with safe and secure school buildings.

9. WHY BOARD ACTION IS NECESSARY

- ☐ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☐ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☒ Other: Office of Superintendent of Public Instruction application process for state assistance funding.

10. POLICY IMPLICATION

School Board Policy No. 6100, further states in part: “It is the policy of the Seattle School Board to pursue systematically those funding opportunities that are consistent with district priorities from federal, state, and other governmental units, as well as from private and foundation sources.” In addition, it states: “The Board agrees to comply with all federal and state requirements that may be a condition for the receipt of federal or state funds.”

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on August 13, 2020. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Upon approval, this resolution will be transmitted to the state to continue through the funding approval process. The new school is anticipated to open in the fall of 2023.

13. ATTACHMENTS

- Resolution 2020/21-5 (for approval)

- Racial Imbalance Analysis (for reference)

School Year	District Students	African American/ Black	Asian	Hispanic/ Latino	American Indian/ Alaska Native	Multi-Racial	Native Hawaiian/ Pacific Islander	White	Percent POC	Percent White			
2012	49,864	8,822	8,782	6,266	505	3,293	262	21,934	>50% POC, nonmultiracial				
2012		17.69%	17.61%	12.57%	1.01%	6.60%	0.53%	43.99%	56.01%	43.99%			
2013	51,010	8,737	8,529	6,512	420	3,790	268	22,753	>50% POC, nonmultiracial				
2013		17.13%	16.72%	12.77%	0.82%	7.43%	0.53%	44.60%	55.39%	44.60%			
2014	51,988	8,530	8,254	6,494	377	4,366	248	23,690	>50% POC, nonmultiracial				
2014		16.41%	15.88%	12.49%	0.73%	8.40%	0.48%	45.57%	54.38%	45.57%			
2015	52,324	8,216	7,915	6,419	337	4,822	247	24,368	>50% POC, nonmultiracial				
2015		15.70%	15.13%	12.27%	0.64%	9.22%	0.47%	46.57%	53.43%	46.57%			
2016	53,102	8,184	7,734	6,493	331	5,341	205	24,814	>50% POC, nonmultiracial				
2016		15.41%	14.56%	12.23%	0.62%	10.06%	0.39%	46.73%	53.27%	46.73%			
2017	53,380	8,002	7,458	6,435	293	5,729	244	25,219	>50% POC, nonmultiracial				
2017		14.99%	13.97%	12.06%	0.55%	10.73%	0.46%	47.24%	52.76%	47.24%			
2018	52,931	7,519	7,193	6,490	269	6,183	223	25,054	>50% POC, nonmultiracial				
2018		14.21%	13.59%	12.26%	0.51%	11.68%	0.42%	47.33%	52.67%	47.33%			
2019	53,627	7,501	6,864	6,884	243	6,857	217	25,061	>50% POC, nonmultiracial				
2019		13.99%	12.80%	12.84%	0.45%	12.79%	0.40%	46.73%	53.3%	46.7%			
									>50% POC, nonmultiracial				
School Year	Kimball Students	African American/ Black	Asian	Hispanic/ Latino	American Indian/ Alaska Native	Multi-Racial	Native Hawaiian/ Pacific Islander	White	Percent POC	Percent White	a) Combined School POC Varies from Combined District POC by 25% or more	b) Single District POC Group of <30%, Exceeds 50% at School	c) Single School POC Group with a District enrollment > 30%, Exceeds 20% or more
2012	475	108	192	50	0	29	1	95	Racially Balanced		No	No	No
2012		22.74%	40.42%	10.53%	0.00%	6.11%	0.21%	20.00%	80.00%	20.00%	23.99%		
2013	447	108	170	48	0	30	1	90	Racially Balanced		No	No	No
2013		24.16%	38.03%	10.74%	0.00%	6.71%	0.22%	20.13%	79.87%	20.13%	24.47%		
2014	436	96	166	43	0	41	7	83	Racially Imbalanced		Yes	No	No
2014		22.02%	38.07%	9.86%	0.00%	9.40%	1.61%	19.04%	80.96%	19.04%	26.59%		
2015	429	95	146	45	0	46	1	96	Racially Balanced		No	No	No
2015		22.14%	34.03%	10.49%	0.00%	10.72%	0.23%	22.38%	77.62%	22.38%	24.19%		
2016	414	77	128	55	0	58	1	95	Racially Balanced		No	No	No
2016		18.60%	30.92%	13.29%	0.00%	14.01%	0.24%	22.95%	77.05%	22.95%	23.78%		
2017	443	86	120	60	0	54	1	122	Racially Balanced		No	No	No
2017		19.41%	27.09%	13.54%	0.00%	12.19%	0.23%	27.54%	72.46%	27.54%	19.70%		
2018	440	100	107	57	0	58	1	117	Racially Balanced		No	No	No
2018		22.73%	24.32%	12.95%	0.00%	13.18%	0.23%	26.59%	73.41%	26.59%	20.74%		
2019	435	108	90	63	0	63	2	109	Racially Balanced		No	No	No
2019		24.83%	20.69%	14.48%	0.00%	14.48%	0.46%	25.06%	74.94%	25.06%	21.67%		

Seattle School District #1
Board Resolution
Resolution No. 2020/21-5



A RESOLUTION of the Board of Directors of Seattle School District No. 1, King County, Seattle, Washington certifying that the Kimball Elementary School Replacement project named in the project application (Form D-5) submitted to the Office of Superintendent of Public Instruction will not create or aggravate racial imbalance within the District boundaries.

WHEREAS, it has been determined that racial imbalance, as defined by WAC 392-342-025, does not currently exist in the catchment area of the Kimball enrollment area; and

WHEREAS, the proposed new construction project is a replacement of the Kimball Elementary facility, and

WHEREAS, the proposed project at Kimball Elementary School will not create or aggravate a racial imbalance in student enrollment in the Kimball enrollment area as defined by WAC 392-342-025;

NOW THEREFORE, BE IT

RESOLVED, Seattle School Board of Directors certifies that the Kimball Elementary School Replacement project will not create or aggravate racial imbalance within the District boundaries as defined for greater than fifty percent minority, non-multiracial school districts in WAC 392-342-025.

RESOLVED, that duly certified copies of this resolution shall be presented to the Office of Superintendent of Public Instruction.

ADOPTED this 9th day of September, 2020

Zachary DeWolf, President

Chandra N. Hampson, Vice President

Leslie Harris

Brandon K. Hersey

Eden Mack

Liza Rankin

Lisa Rivera-Smith

ATTEST: _____
Denise Juneau, Superintendent
Secretary, Board of Directors
Seattle School District No. 1
King County, WA



SCHOOL BOARD ACTION REPORT

DATE: July 13, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0636, fhpodesta@seattleschools.org

For Introduction: August 26, 2020
For Action: September 9, 2020

1. TITLE

BEX V Approval of the Value Engineering Report for the Kimball Elementary School Replacement project

2. PURPOSE

The purpose of this action helps to secure approximately \$1,855,166 in state funding assistance for the Kimball Elementary School Replacement project. The Office of Superintendent of Public Instruction (OSPI) Form D-7 Application requires Board acceptance of the Value Engineering Report and the Architect's Response and Recommendation Matrix.

3. RECOMMENDED MOTION

I move that the School Board approve the Value Engineering Report dated May 12, 2020, and the Architect's Response and Recommendation Matrix for the Kimball Elementary School project.

4. BACKGROUND INFORMATION

a. Background

In May 2020, Meng Analysis performed an independent value engineering study of the schematic design drawings for the Kimball Elementary School Replacement project, as designed by NAC Architecture.

The study was undertaken by a team of professional architects, engineers, and cost estimators who analyzed the design and developed suggestions for adding value to the project. Value Engineering is defined by the Washington Administrative Code [\(WAC\) 392-343-080](#) as a cost control technique which is based on the use of a systematic, creative analysis of the functions of the facility with the objective of identifying unnecessary high costs or functions and/or identifying cost savings that may result in high maintenance and operation costs.

The value analysis suggestions were accepted if they added value and/or reduced costs without negatively affecting the educational program and goals or the long-term operation of the building. The study provided the design team and district with information and strategies necessary to keep construction costs within budget.

The Value Engineering consultant made 95 different value recommendations, of which 45 were accepted or partially accepted and had potential cost savings, and 50 were rejected for various reasons, including not meeting district educational and program goals, district maintenance goals, or district sustainability goals. The total anticipated cost savings from the suggested proposals that the design team and district accepted is approximately \$153,303.

To date, the following key actions related to this project have been approved by the Board:

- Architecture and Engineering contract to NAC Architecture, approved December 11, 2019

b. Alternatives

Deny Motion. If motion is denied, it would delay the issuance of the form D-8 form which allows the district to open bids and could impact the district's ability to receive state funding assistance. Not having the ability to open bids could potentially have a negative impact on the Kimball Elementary School project.

c. Research

Per [\(WAC\) 392-343-080](#), the state requires the Board to accept or reject the proposals as outlined in the value engineering report, for all projects larger than 50,000 square feet. According to the American Institute of Architects (AIA) and Building Excellence (BEX) standards, value analysis is an industry best practice for large construction projects, regardless of state funding assistance requirements.

5. FISCAL IMPACT/REVENUE SOURCE

This action does not represent a specific expenditure.

This action helps to secure up to \$1,855,166 in state funding assistance for the project.

The revenue source for this project is from BEX V capital levy fund. This project is budgeted at \$84,563,883.

Expenditure: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

Revenue: ☒ One-time ☐ Annual ☐ Multi-Year ☐ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

The selection of projects in the BEX V levy program went through an extensive community vetting process and ultimately received 73% approval on February 2019.

7. EQUITY ANALYSIS

The district's Racial Equity Analysis toolkit was utilized to guide the planning process for the BEX V Capital Levy, influencing community engagement methods, preparation of the 2018 update to the Facilities Master Plan, and ultimately the final proposed levy package. The Board's guiding principles stated that racial and educational equity should be an overarching principle for the BEX V Capital Levy planning in accordance with Board Policy 0030, Ensuring Educational and Racial Equity. Projects identified for inclusion in the BEX V levy will ultimately improve conditions for all students in the affected schools. Improved building conditions create a better environment for learning and can provide facilities to better position students for academic success.

8. STUDENT BENEFIT

The project design will incorporate guidelines and requirements provided in the SPS Educational Specifications and the School Design Advisory Team process. It is the goal of the district to continue the process of implementing the BTA and BEX Capital Levy programs and provide students with safe and secure school buildings.

9. WHY BOARD ACTION IS NECESSARY

☐ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

☐ Adopting, amending, or repealing a Board policy

☐ Formally accepting the completion of a public works project and closing out the contract

☐ Legal requirement for the School Board to take action on this matter

☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item

☒ Other: Requirement of the OSPI D-Form application process

10. POLICY IMPLICATION

School Board Policy No. 6100, Revenues from Local, State, and Federal Sources, states in part: "It is the policy of the Seattle School Board to pursue systematically those funding opportunities that are consistent with district priorities from federal, state, and other governmental units, as well as from private and foundation sources." In addition, the

policy states: “The Board agrees to comply with all federal and state requirements that may be a condition for the receipt of federal or state funds.”

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on August 13, 2020. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the Architect can continue with the design.

13. ATTACHMENTS

- Summary of Value Improvement Matrix (full report available from the Capital Projects and Planning department)

May 06, 2020

Mr. Paul Wight
Project Manager
Seattle Public Schools
2445 Third Avenue South
Seattle, WA 98134

Mailing Address:
Mail Stop 22-334
PO Box 34165
Seattle, WA 98124-1165

RE: Kimball Elementary
VA Implementation

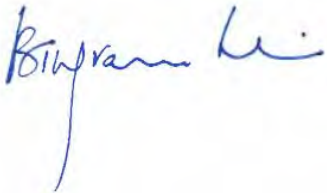
Dear Paul;

NAC Architecture, with input from the consultants, has completed the Value Analysis Implementation Form. Attached is a copy for your record.

Items that are marked as "accept" will be incorporated into the design during the design development. Items that are marked as "modify" will be further studied before being incorporated into the design. Proposed modifications and clarifications are provided in the comment column. Some values are being studied and will be determined when the project is further developed.

I hope that this meets with your approval. If there are any questions, do not hesitate to call.

Sincerely,
NAC ARCHITECTURE



Bingham Lai, AIA
Project Manager

CC Mike Skutack



CLIENT:	Seattle Public Schools						
PROJECT:	Kimball Elementary School						
DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
L1	Nature Play	(86,000)		X			The design team will study how to best make the hill accessible for informal play. The jurisdiction will not allow us to create play spaces on the hill without providing equal access which is difficult given the significant slope. This will be refined in DD.
S1	Structural Framing	261,000		X			In the design team's experience, use of CLT increases project costs by about \$9/SF rather than creating savings. Additionally, the design team has a concern that the use of CLT will increase bid risk and potentially lead to construction schedule issues. Given this is a design/bid/build project, and that it is bidding during a competitive construction market we are going to keep the structural system conventional.
S2	Building Volume	512,000			X	99,000	The design team will eliminate overhangs in the Gym/Commons building and reduce the height of the Commons by 6'. The design team will maintain the current 14' floor to floor dimension.
S3	Building Geometry	1,432,000			X	300,000	The design team will update the design to reduce the amount of curved exterior surfaces so that they are primarily used to accent the arrival point and façade along the grove. Additionally, the updates will reduce the complexity of the structural grids. The design team plans to still have the structural columns set back from the face of the overhang so that the structural columns are not expressed along the curves.
S4	Structural System	1,023,000		X			The design team and SPS have a concern that the use of proprietary steel/concrete structural systems will increase bid risk and potentially lead to construction schedule issues. Given that this is a design/bid/build project and that is is bidding during a competitive construction market we are going to keep the structural system conventional.
AE1	Roof Program	(70,000)			X		SPS has a concern that providing outdoor play area on the roof will set a precedent for future school projects. However, the School Design Advisory Team wanted the design team to explore option to provide amenity on the roof due to a constrained site. This will be further studied in DD.
AI1	Classroom Function	567,000			X		This will be refined in DD. The design team will study the options for connecting classrooms and work with the district and educators to make a value driven decision.
P1	Program Location	1,566,000		X			The design team studied options similar to this and decided, with the agreement of the School Design Advisory Team and the district, that the appropriate location for the Main Entry is facing toward the most prominent intersection (23rd Ave / Hanford St) and the appropriate location for the play area is near a secondary intersection where there is more shelter for students.

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DATE:	April 13, 2020						
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M1	Integrated Design	112,000			X	-128,000	The design team studied options to improve selected aspects of the thermal envelope including reducing air infiltration and improving energy performance of windows. After the studies the design team recommends the use of spray foam in lieu of R-25 batt insulation in wall cavities (a cost increase as shown). Providing insulation above code requirements has diminishing returns and does not impact system sizing. It sometimes impacts system utilization on an annual basis. Ventilation would not be affected. Fin tube could be effective, but savings are modest. Consider testing through ELCCA as "improved envelope" option.
M2	HVAC System - Active Beam	(200,000)		X		0	Active chilled beam system was discussed with the district during the BEX IV mechanical system M&V and basis of design discussions prior to start of BEX V projects. The current basis of design system was selected by SPS and again reconfirmed as the desire system in Kimball project design approach meeting with SPS. Basis of design system does have some cooling capacity through displacement ventilation (25-30% capacity) and has the ability to more effectively utilize economizer during cooling hours. Cost review: SPS would likely still want ceiling fans with the chilled beam system considering it would still be a change over type, allowing for improved thermal comfort. We agree with other line items costs.
M3	Geothermal System	6,000			X	-6000	Final well field layout will be completed considering property lines, steep slopes and tree clearances. Current layout is an estimated quantity with maximized spacing at 25 feet OC. If needed, spacing can be decreased to accommodate all bores. Optimal quantity and spacing of wells will be determined once an FTC report is completed, building simulations completed and input into well field simulation software. Option to utilize the parking area will be pursued if necessary at that time. The current design is a "hybrid" with the backup electric boiler included to allow a 50 year operation of the system and based on previous elementary school designs completed and installed. SPS is in the process of not allowing any natural gas mechanical equipment to be used on new buildings and will likely not entertain using an air to water heat pump due to recent experience with questionable operation of this type of equipment at low ambient conditions. Cost review: We agree that there would be a small premium, \$6,000 is appropriate when distributing the well field to different zones around the site.

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M4	Domestic Hot Water	11,000		X			<p>The design team has a concern with additional maintenance due to redundant equipment distributed around the building. Central plant makes sense due to potential for large and asynchronous demand across the facility. A distributed system will take up more floor space and the projected cost only accounts for equipment/piping savings. Equipment above occupied space can leak and cause building damage to spaces below and can lead to challenges with equipment replacement. Our understanding is that heat pump water heaters will not be required for commercial buildings in the 2018 SEC. A centralized water to water domestic plant is a viable option, but would need approval from SPS due to the inherent complexity of this option. Also need to consider operation of the central plant pumps for domestic water operation.</p> <p>Cost review: We feel the estimated cost are low for this option. Both options will still have a comparable total length of piping. Distributed electrical costs will be higher for the two options. We estimate the cost premium for a central water to water heat pump vs. equivalent capacity electric resistance water heater (not decentralized as priced in the proposal) to be closer to \$30,000.</p>
E1	Electrical Distribution	25,000		X			<p>Electrical and telecom rooms are feeding classroom wings and stacking rooms defeats this approach. Also, stacking rooms may reduce feeder costs but increases the branch circuit wiring, adding cost.</p>
E2	Site Distribution	3,000			X		<p>The design team will work with utilities to determine the best pole to use for routing building services. This will be refined in DD.</p>
E3	Data Distribution	57,000		X			<p>Proposal would reduce distributed data outlets in classrooms. 4 data outlets eliminated. 3 remain at teacher desk, 1 at projector, 2 at WAP. This proposal was rejected by SPS as it goes against the SPS Ed Spec.</p>
T3	Code considerations				X		<p>Confirm design approach with egress at the central stair. Update occupant load and egress at the Music/Stage classroom. This will be refined in DD.</p>
R1	Central lighting inverter in lieu of distributed emergency batteries	186,000		X			<p>SPS has a preference of using bugeyes with battery backup in general light fixtures in lieu of lighting inverter.</p> <p>Cost review: This proposal may be an added cost.</p>
R2	Recessed lay-in lighting in lieu of pendant mount fixtures	61,417		X			<p>Pendant fixtures are preferable to recessed lay in fixtures because they create more even lighting within classrooms, reducing student eye strain.</p>
R3	Surge protection devices on distribution panels only	8,880		X			<p>The approach does not protect the facility and SPS property properly.</p>
R4	Lighting control via building management system	(10,000)		X			<p>SPS has standards on lighting control systems. A BMS system is not an approved option.</p>

CLIENT:	Seattle Public Schools						
PROJECT:	Kimball Elementary School						
DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
R5	Tunable lighting at kindergarten, Pre-K, and special education	8,880			X	0	SPS and teachers are to be consulted and advise if this has value. This will be refined in DD.
R6	Aluminum feeders in lieu of copper	12,900		X			SPS standard is for copper only.
R7	MC cable at end of line devices	100,000			X	0	SPS is fine with the proposal as long as the cables are no more than 20 feet and not under windows. A robust specification will be needed to ensure the system is installed correctly. This will be refined in DD.
R8	Digital antenna system (DAS) as bid alternate; subject to test	153,542			X	0	DAS could be an alternate, accepted, and then tested during construction to see if the entire system has to go in or if just the rough-in. If this approach is selected, savings could not be counted now.
R9	Integrated communication system at classrooms	(150,000)		X		0	This is not district standard and would be an added cost to change.
R10	Integrate intrusion detection with occupancy sensor	(2,000)		X		0	This is adding complication to the lighting control system and intrusion system; other attempts at this have reported many false alarms. Power backup would need to be added to the lighting control system as well, adding cost.
R11	Wireless lighting controls	10,236		X		0	SPS has standards on lighting control systems. A wireless system is not an approved option.
R12	Energy use metering display	(2,000)			X	0	This could be an alternate. Design team is to study further with SPS during DD phase. Anticipated cost is closer to \$25,000.
R13	Learning stair on grade in lieu of precast	10,000		X		0	The design intent is to do a structured stair rather than a stair on grade. The cost savings identified is modest and the design team has significant experience with structured stairs for "stadium seating" on multiple projects.
R14	CMU at gym and commons in lieu of steel-framed walls	40,000			X	-200,000	We cannot achieve the daylighting and passive solar heat gain goals design for the commons and gym using a load bearing CMU structure. Historically, the design team has seen that structural CMU slows down the rate of construction on a project. The gym and commons will have good access from the play area for a crane to pick steel. For maintenance purpose SPS and the design team will consider using durable materials on the interior walls of the gym and commons (e.g. CMU veneer; wainsot and padding materials) with additional costs.
R15	Not used						

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DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
R16	Reuse existing water meter	25,000			X		Potentially an option pending SPU's permission and further detail of the mechanical design to determine building needs. This will be refined in DD.
R17	Point-of-use in lieu of exterior grease interceptor	25,000		X			This proposal would appear to require significantly more grease interceptors within the building footprint to serve the various kitchen fixtures required to be connected to a grease interceptor and likely not have any savings. Maintaining them inside of the building is a maintenance issue.
R18	Remove bio-retention (not required function)	20,850		X			Bio-retention is a learning opportunity and visible commitment of SPS to sustainability/stormwater management/climate/region. Size of bio-retention area could potentially be reduced in coordination with Civil as it is only treating runoff from the small visitor parking lot to the west.
R19	Reduce sanitary from 8" to 6" where possible	2,000		X			SPS deems the saving too insignificant to justify the change.
R20	Reduce cleanouts on footing drains	3,850		X			There isn't much value here, and there may be concerns about long term maintainability with reduced cleanouts.
R21	Add electric vehicle charging stations	(12,000)			X		SPS is interested in providing rough-in for future use and having 3-party vendor provide the charging stations. This will be refined in DD.
R22	Provide backup area drain in west courtyard	(3,500)	X			-3500	The drainage design for the West Courtyard will provide redundant drainage to prevent water infiltration into building due to a single point failure.
R23	Play equipment as a bid alternate	150,000		X			Play equipment required by Ed Spec. SPS has directed replacement of existing play equipment.
R24	Soaker hose for plant establishment in lieu of temporary irrigation	49,800		X			Soaker hose strategy can ONLY be used if planting is installed in the fall and the contractor provides a 3 year+ plant establishment service with hand watering.
R25	Add rubberized play surface in lieu of all asphalt play	(7,500)			X		Life cycle cost needs to be analyzed- rubber will need replacement in 10-15 years - asphalt needs patching at far greater time frame. Unclear how much rubberized play surface is being proposed and where. The design team will work with SPS to propose alternative and hazard-free (non-carcinogenic) surfaces to asphalt to provide variety in surface and activity. This will be refined in DD.
R26	Add small green house	(12,500)		X			Not a requirement of the Ed Spec.
R27	Reuse existing mosaic sign	(2,200)	X			-5000	As valued features of the existing building, the design team will work with the school to remove and reuse these two mosaics. Cost of removal, remounting and repair is likely higher.

CLIENT:	Seattle Public Schools						
PROJECT:	Kimball Elementary School						
DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
R28	Add restrooms accessible to play area	(22,500)	X			0	Restrooms for the gym and commons will be relocated to the South side of the stage and down to the level of the commons where they are more accessible. This puts these relocated bathrooms in a location where they can be used by students at play and overseen by staff monitoring the play area. This isn't a net add, just a relocation so we're not assigning cost.
R29	Seattle Parks cooperative for community play area to share cost	15,000		X		0	Currently there is no cost-sharing arrangement with Seattle Parks cooperative.
R30	Reduce concrete paving by 10%	17,900		X		0	Recommend maintaining pedestrian concrete. It is necessary for providing site circulation from the Right of Way to the building entries as well as from the main egress points away from the building. There is concern that changing surfaces around the grove from concrete to crushed rock or similar surfacing could cause added maintenance for the district.
R31	Reduce glazing by 25%	343,000			X	39000	The design team will reduce the amount of glazing by 25% compared to the current design. This will bring the percent glazing into line with typical district projects. It does not appear that the VE team considered that reducing glazing requires adding in wall. The savings are substantially less than proposed (only \$12/SF)
R32	Modular skylights in lieu of engineered skylights	24,000			X	0	From our research, engineered skylights using thermally broken materials such as Kalwall have superior thermal performance compared to commodity modular skylights. Further discussion needed with envelope consultant during DD.
R33	Rigid insulation in lieu of mineral wool	84,500		X		0	Mineral wool was selected over a foamed plastic rigid insulation because mineral wool has superior fire resistance and because it is more stable for Long-Term Thermal Resistance (LTTR).
R34	Fiberglass windows in lieu of curtain wall	160,044			X	0	Consider storefront in lieu of curtain wall rather than fiberglass window in lieu of curtain wall. For large extents of glazing, storefront is more economical because there's less labor in framing and flashing multiple openings. Saving is to be determined after elevation design is finalized during DD phase.
R35	Membrane roof in lieu of torch down (comply with SPS Technical Standards)	(309,000)		X		0	The project will have a 3-ply torch down SBS fiberglass mat membrane roof assembly. This is district standard to provide a roof surface that is resistant to potential vandalism

CLIENT:	Seattle Public Schools						
PROJECT:	Kimball Elementary School						
DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
R36	Sloped structure in lieu of sloped insulation	35,000	X			0	Intent is to slope the structure as the design develops. The estimate didn't consider tapered insulation (cricket) over the entire roof. It was based on a constant roof section over everything. SPS is considering adding more insulation as a passive strategy and testing through ELCCA.
R37	Add sunshades to south face	(4,900)			X	0	All south facing glazing in the classrooms will receive horizontal sunshades per the drawings and estimate. The design team is exploring passive ventilation and passive solar heat gain strategies (e.g. heat wall) in the Commons. We may add sunshades as the project develops.
R38	Add vestibules at all student entries	(25,000)			X	-25000	The design team will add a vestibule at the exit from the building to the playground, at the exit from the Commons to the playground, and at the entry to the Pre-K suite. Keycards and aid phones are to be added where needed with added costs.
R39	Eliminate internal roof drains	15,000	X			0	SPS prefers the use of downspouts due to maintenance concerns of internal drains. This will be refined in DD.
R40	Add solar tubes for lower level daylight	(21,000)		X		0	Windows with views to trees and shrubs has been shown to be more effective daylighting strategy in regards to impacts to student learning. SPS wants to minimize roof penetration.
R41	Exterior studs at 24" on center	6,500	X			6500	The design team will use exterior studs at 24" OC.
R42	Kalwall or translucent panel in lieu of glazing at gym	(19,500)		X		2500	The design team will reduce glazing in the gym to reduce potential for glare, but we will keep the wall glazing transparent to preserve views. Skylights will be translucent to best diffuse light.
R43	Balloon framing in lieu of platform framing, exposed steel frame	49,000		X		0	Balloon framing will require exterior columns to be moved inboard of the exterior wall framing. Our partitions between classroom spaces don't stack from level to level because classroom sizes change. Moving columns inboard will expose columns inside the building or create a need for additional framing to encapsulate structure, reducing usable square footage. The design team thinks that the planned continuous exterior insulation is sufficient to reduce thermal bridging. Platform framing also performs better in fire protection.
R44	No vapor retarder on the inside of exterior walls	32,000			X	0	The design team will consider eliminating the vapor retarder in conjunction with adding spray foam insulation in lieu of batt insulation (see item M1). Consult with envelope consultant during DD phase.

CLIENT:	Seattle Public Schools						
PROJECT:	Kimball Elementary School						
DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
R45	Add sectional doors from commons to outdoor area	(23,000)			X		The design team will consider using a sectional door, accordion folding door, or other large opening operable door to provide better indoor/outdoor connections. Energy performance should be considered in product selection. This will be refined in DD.
R46	Covered play extension of gym roof in lieu of freestanding	12,000		X			The building height of the Commons/Gym has been lowered. The covered play needs to be freestanding to achieve sufficient height for basketball play.
R47	More writable surface in lieu of tackable surface	(3,500)	X				The design team will work with the district's Teaching and Learning group as well as the school to determine what surfaces will be the best fit for the educational practices of the school. It appears there will be room in the budget for an ample amount of both, hence, we're not assigning cost savings to this proposal.
R48	Hollow metal relite in lieu of interior storefront	62,400			X	19,000	The design team will consider using hollow metal relites instead of interior storefront. The selection will be made based on acoustic performance. Cost review: The calculated cost savings of changing from storefront (\$85 psf) to hollow metal relites (\$60 psf) only yields about \$19,000 in savings based on take-off (not including storefront at entry) of 1,250 sf.
R49	Resilient floor in lieu of wood in gym	8,606		X			The district standard is to have a wood sports floor in the gymnasium. This feature supports after hours use, community use and continues an equitable standard across academic facilities in other neighborhoods.
R50	Hollow metal frame/wood doors in lieu of total door for security	17,500		X			While this is an option, the design team prefers total doors for the complete integration of door, hardware, hold opens, fire alarm and lockdown systems. The finish, maintenance, and warranty coverage merits the added cost.
R51	Add lift for ADA access at stage	(27,500)		X			The district has expressed concern over adding a lift between levels in the Commons due to the cost of maintenance and re-certification. If the district determines they would like a lift at a later point, there is the option to purchase the lift as a piece of mobile equipment.
R52	Stained concrete in lieu of polished concrete	6,591		X			District standard is polished concrete.
R53	Open to structure in high bay areas	95,000	X			95000	Currently, high bay spaces are shown as ceiling type "C-4" which is "exposed structure, painted". It appears we are already doing what is suggested in the proposal.

CLIENT:	Seattle Public Schools						
PROJECT:	Kimball Elementary School						
DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
R54	High impact gypsum wall board for corridor walls in lieu of wainscot	24,799			X		District standard is to have a wainscot because it is easier to remove and replace a wall panel than it is to refinish a gypsum board panel. As the floor plan has been redesigned, there are fewer curved walls. We will be able to use a less expensive materials like veneer plywood instead of FRL now that interior walls won't have tight radiuses.
R55	Reduce wall tile height to 4'	77,220		X			It is district standard to have wall from floor to ceiling in all restrooms to support the Kaivak cleaning system.
R56	3rd floor atrium 1 hour rating	(52,000)		X			This is to be studied further during DD.
R57	MDF wainscot in lieu of FRL	18,528			X	18,528	See item R54.
R58	90% heat recovery in lieu of 75%	(20,000)		X			Cost premium is closer to \$125,000 for 15% gain in efficiency. Also, such system requires more mechanical space. Option can be pursued but based on recent studies, the extra dollars are better spent on PV.
R59	Standalone HVAC for child care	(10,000)	X			-10000	The design team will incorporate stand alone air to air heat pumps for the Child care suite.
R60	Ceiling fans at high-bay spaces	(45,000)			X	-30000	The design team will consider adding ceiling fans at the Commons and Library. Based on the spaces and number of fans, the costs have been adjusted.
R61	Standalone HVAC at gym	(15,000)		X			Proposal rejected by SPS due to additional cost and that the Gym is not used often after school.
R62	Packaged DOAS rooftop units in lieu of penthouse	400,000		X			The district standard is enclosed rooms for mechanical equipment. Although the district has expressed an interest in custom built mechanical penthouses, this option would increase bid risk on a Design/Bid/Build project delivery.
R63	Consolidate classroom DOAS units (2 in lieu of 4)	80,000		X			The current design with 4 DOAS units allows for better zoning. The current design has a North and a South unit within each mechanical penthouse so the units can respond better to the different temperatures in these zones due to differing solar exposure. The proposed cost savings are appropriate.
R64	Waterfall in lieu of floor displacement ventilation	37,500		X			We have typically only used this approach in remodel/modernization projects where a traditional displacement grille is not an option. May be an option where a traditional grille cannot be located due to program or other architectural constraints.

CLIENT:	Seattle Public Schools						
PROJECT:	Kimball Elementary School						
DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
R65	MERV 15 in lieu of 13	(10,000)		X		0	The design team is familiar with the district's maintenance program. The system could be designed for MERV 15 filters, but that's only practical if the correct filter utilized by SPS after turn over and district operation. SPS facility/maintenance standard is MERV 8. Because this would be the only facility out of the entire district to use these special filters, it seems unlikely to yield long term benefits. Additionally, there will be minimal recirculated air in the facility (100% outside air DOAS) so the benefit only be additional filtration of the outside air.
R66	Add ultraviolet treatment of circulated air	(25,000)		X		0	It is atypical and of limited value to install a system like this at an elementary facility. Would suggest reviewing increasing the MERV efficiency level of their standard filters with SPS to a MERV 13 before pursuing this.
R67	Evaluate and eliminate grease exhaust	10,000		X		0	SPS prefers a Type I hood to be installed as it will allow for future flexibility to do scratch cooking.
R68	Centralize mechanical spaces	75,000		X		0	This may reduce first costs for building materials, but it creates challenges for installation and energy use. Currently, the penthouses sit directly above the duct chases so there aren't large ducts routing within a ceiling space from the penthouse. Additionally, the mechanical equipment wants to be as close to their zones as possible to reduce fan energy during operation and is likely a requirement to pass energy code compliance.
R69	Open plenum return air in lieu of fully ducted	153,000		X		0	This is not district standard. There are concerns about air quality due to air circulation through spaces that are typically more dusty than a ducted return would be. The project will lose a WSSP point if plenum return is used as well.
R70	Premium efficiency plumbing fixtures	(13,500)			X	-2500	Current SPS stand is a 0.5 gpf urinal flush valve. An option is to use a high efficiency 0.125 gpf urinal valve, and will need to reviewed and approved by SPS plumbing/facilities group. We see very little cost premium to change the urinal flush valve gpf.
R71	Premium efficiency appliances	(5,000)	X			0	All of the residential appliances at kitchenettes that can be, will be Energy Star certified. We feel confident that the SD estimate allowance for residential equipment covers this cost already.
R72	Infrared controlled fixture controls	(16,000)		X		0	These controls are not a district standard. There are concerns with added maintenance.
R73	Rough-in for sinks in all classrooms	(8,500)	X			0	All classrooms will have sinks standard. No additional rough-in is required.
R74	Add kitchenette in family room	(2,500)		X		0	The district determined previously that for elementary schools, the Community Kitchenette should remain adjacent to the Commons and not the Family Room.
R75	Add kitchenette in staff lounge	(2,500)	X			0	The basis of design for the project is to include a kitchenette at the staff lounge. These fixtures and equipment were included in the SD estimate.

CLIENT:	Seattle Public Schools						
PROJECT:	Kimball Elementary School						
DATE:	April 13, 2020						
Prop. #	COMPONENTS AND SYSTEMS	PROJECTED COST REVISION (Rough Order of Magnitude)	ACCEPT	REJECT	MODIFY	ACCEPTED VALUE OF PROPOSAL	COMMENTS / DISCUSSION
R76	Hydration stations in lieu of drinking fountains	(900)	X				The basis of design for the project is to use hydration stations (drinking fountain bottle filler combo). These fixtures were included in the SD estimate.
R77	Lavatory handwash at commons	(2,000)	X			-8000	The design team will add a bank of lavatories (a min of 3) along the circulation path from the play area to the kitchen serving line. This will support hygiene for the district's current operation where recess takes place prior to dining. Given the number of fixtures and infrastructure, we think the added cost will be greater than proposed.
R78	Stack toilet rooms	12,000	X			12,000	The design team will relocate single stall toilets within the classroom wing to allow for better stacking.
R79	Add 2 unisex bathrooms (1 at family room; 1 at top floor)	(20,225)			X	-20225	The design team will designate three bathrooms to be unisex and for student use. One will be located adjacent to the Commons, the second will be located with the classrooms on the second floor and the third will be located with the classrooms on the third floor. SPS is fine that family room users will use the bathroom at the admin area.
R80	Reduce circulation area by 6% (and associated floor area)	367,200			X		The design will reduce square footage for circulation where feasible. The circulation factor on the project is high in part due to the constraints of the site (extra hallway, ramping and stairs) and in part to allow for future flexibility at district request. Other square footage assigned to circulation is adjacent to the Learning Commons where there is academic value to keeping this circulation space so that student movement doesn't impact educational activities.
	GRAND TOTAL ALL PROPOSALS					153303	
The owner has reviewed each of the Value Analysis proposals and recommends the responses contained herein.		GENERAL COMMENTS REGARDING THIS VALUE ANALYSIS STUDY:					
by							
title							
date							



SCHOOL BOARD ACTION REPORT

DATE: August 4, 2020
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0102, fhpodesta@seattleschools.org

For Introduction: August 26, 2020
For Action: September 9, 2020

1. TITLE

Distressed Schools Grant: Award Construction Contract P5121, for Bid No. B062087, to Western Ventures Construction for the Coe Elementary School Addition project

2. PURPOSE

The purpose of this action is to provide authorization for the Superintendent to enter into a construction contract in the amount of \$5,043,001 including base bid plus Alternate #1A, plus Washington State Sales Tax, for the Coe Elementary School Addition project.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute construction contract P5121 with Western Ventures Construction in the amount of \$5,043,001, including base bid plus Alternate #1A, plus Washington State Sales Tax, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

a. Background

The Coe Elementary School Addition project, located at 2424 7th Avenue West, Seattle, WA 98119, is funded through a Distressed Schools Grant program awarded by the State of Washington. This project is scheduled to be completed by the start of the 2021-22 school year.

The Coe Elementary School Addition project was publicly bid on August 4, 2020, with a total of (3) three bids being received. The scope of work for this project includes the construction of a new, three-story, six-classroom addition, office space, and security improvements to the existing facility. On April 27, 2020, the Operation Committee reviewed the Coe Design Presentation.

This motion allows the district to execute a construction contract with Western Ventures Construction, who was the low responsive, responsible bidder. The original Frantz Coe Elementary School was built in 1907 and was destroyed by fire in 2001. The existing 75,214-square-foot building was constructed in 2003.

b. Alternatives

Deny Motion. If motion is denied, the district will not be able to execute the contract to start the construction of the Coe Elementary School Addition project. This is not recommended because it would negatively impact the district's commitment to provide equitable access in our schools and place receipt of Distressed School Grant dollars at risk.

c. Research

- The Elementary School Educational Specifications dated May 2016
- Seattle Public Schools Technical Building Standards dated December 2012
- Washington Sustainable Schools Protocol (WSSP)
- School Design Advisory team
- 2015 Seattle Building Code
- Coordination meetings with district facilities and other stakeholders throughout the design process

5. FISCAL IMPACT/REVENUE SOURCE

The fiscal impact to this motion will be \$5,043,001, plus Washington State Sales Tax. The revenue source for this motion is from the State awarded Distressed Schools Grant program. The total project budget, of which the construction contract is one part, is \$7,900,000.

The revenue source for this motion is from the State Distressed School Grant program.

Expenditure: ☒ One-time ☐ Annual ☐ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

7. EQUITY ANALYSIS

The selection of this project for consideration for the Distressed Schools Grant program was related to projected capacity. All Capital Projects are designed to provide equitable access to safe school facilities across the city.

8. STUDENT BENEFIT

It is the goal of the district to continue the process of implementing Capital projects and provide students with safe and secure school buildings.

9. WHY BOARD ACTION IS NECESSARY

- ☒ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☐ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☐ Other: _____

10. POLICY IMPLICATION

Per Board Policy No. 6220, Procurement, any contract over \$250,000 must be brought before the Board for approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on August 13, 2020. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Anticipated Notice to Proceed Date:	September 28, 2020
Anticipated Construction Date:	September 28, 2020
Substantial Completion Date:	June 28, 2021

13. ATTACHMENTS

- Bid Tab (for reference)

Coe Elementary School Addition

Contractor	Kassel & Associates Redmond, WA	Western Ventures Construction Mountlake Terrace, WA	Reynolds General Contracting, Inc. Bellevue, WA
Addenda Nos. 1,2 & 3	Yes	Yes	Yes
Contractor's Bid Bond	Yes	Yes	Yes
Subcontractor Work Listing		Yes	
Base Bid	\$ 5,097,000	\$ 4,938,000	\$ 5,215,000
Unit Price Total	\$ 50,000	\$ 105,000.00	\$ 90,000
Total Base Bid Evaluation Amount	\$ 5,147,000	\$ 5,043,000.00	\$ 5,305,000
ALTERNATE DESCRIPTION:			
Alt. Bid No. 1A Provide Hubbell NX digital lighting control system	\$ 18,000	\$ 1	\$ 16,000
Alt. Bid No. 1B Provide Acuity n-Light digital lighting control system	\$ 18,000	\$ 1	\$ 24,400
Total Selected Alternates:	\$ 18,000	\$ 1	\$ 16,000
TOTAL BASE BID EVALUATION AMOUNT & SELECTED ALTERNATES	\$ 5,165,000	\$ 5,043,001	\$ 5,321,000
PLUS WASHINGTON STATE SALE TAX (WSST) @ 10.1%	\$ 521,665	\$ 509,343	\$ 537,421
TOTAL BASE BID EVALUATION AMOUNT & SELECTED ALTERNATES PLUS WSST @ 10.1%	\$ 5,686,665	\$ 5,552,344	\$ 5,858,421



SCHOOL BOARD ACTION REPORT

DATE: August 5, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0102, fhpodesta@seattleschools.org

For Introduction: August 26, 2020
For Action: September 9, 2020

1. TITLE

BTA IV/BEX V: Award Architectural & Engineering Contract P1761 to tk1sc for the Gatewood Elementary School Exterior Door Replacements & HVAC Upgrades project

2. PURPOSE

The purpose of this action is to provide authorization for the Superintendent to enter into an Architectural & Engineering (A/E) contract in the amount of \$445,708.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute A/E contract P1761 with tk1sc in the amount of \$445,708 for architectural and engineering services. The contract is for the Gatewood Elementary School Exterior Door Replacements & HVAC Upgrades project, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

a. Background

The Gatewood Elementary School Exterior Door Replacements & HVAC Upgrades project, located at 4320 Southwest Myrtle Street, Seattle, WA 98136, is funded through the BTA IV levy passed by the voters in February 2016 and BEX V levy passed by the voters in February 2019. The levy timeline includes that this project will be completed for the 2021-2022 school year.

The project scope includes replacing all exterior doors, replacing heat pump units and associated piping.

The firm of tk1sc was selected through the Architecture and Engineering (A/E) selection procedures established in Superintendent Procedure [6220SP.C](#). Seven (7) firms submitted their qualifications and three (3) firms were shortlisted and interviewed, IBI Group, Rolluda Architects, and tk1sc were interviewed. tk1sc was judged to be the most qualified to provide these design services.

Prior improvements that have been made at Gatewood Elementary School since the year 2000 include: mechanical and playground 2009; roof replacement 2013 and seismic 2017.

b. Alternatives

Deny Motion. If motion is denied, the district will not be able to execute the contract to start the design of the Gatewood Elementary School Exterior Door Replacements & HVAC Upgrades project.

c. Research

- 2014 Building Condition and Educational Adequacy Assessment, prepared by MENG Analysis
- Seattle Public Schools Technical Building Standards dated December 2012
- 2015 Seattle Building Code
- Coordination meetings with district facilities and other stakeholders throughout the design process

5. FISCAL IMPACT/REVENUE SOURCE

The fiscal impact to this motion will be \$445,708. The revenue source for this motion is from the BTA IV and BEX V Capital Levies. The Maximum Allowable Construction Cost budget is \$3,603,204. The total project budget is \$5,719,371 of which the A/E contract is one part.

Expenditure: ☒ One-time ☐ Annual ☐ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

The selection of projects in the BEX V program went through an extensive community vetting process and ultimately received 73% approval from voters in February 2019.

7. EQUITY ANALYSIS

The selection of projects for the BTA IV program Capital Levy was done during 2015 and the selection process did not go through an equity analysis. Projects were identified as building systems were either reaching the end of their useful life (life-cycle) or to address life-safety or operational issues. Projects selected were designed to provide equitable access to safe school facilities across the city.

The district's Racial Equity Analysis toolkit was utilized to guide the planning process for the BEX V Capital Levy, influencing community engagement methods, preparation of the 2018 update to the Facilities Master Plan, and ultimately the final proposed levy package. The Board's guiding principles stated that racial and educational equity should be an overarching principle for the BEX V Capital Levy planning in accordance with Board Policy 0030, Ensuring Educational and Racial Equity. Projects identified for inclusion in the BEX V levy will ultimately improve conditions for all students in the affected schools. Improved building conditions create a better environment for learning and can provide facilities to better position students for academic success.

8. STUDENT BENEFIT

It is the goal of the district to continue the process of implementing the BTA and BEX Capital Levy programs and provide students with safe and secure school buildings.

9. WHY BOARD ACTION IS NECESSARY

- ☒ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☐ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☐ Other: _____

10. POLICY IMPLICATION

Per Board Policy No. 6220, Procurement, any contract over \$250,000 must be brought before the Board for approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on August 13, 2020. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Design will begin upon execution of this contract. Construction will take place during the summer of 2021.

13. ATTACHMENTS

- A/E Contract (for approval)

DRAFT

CONTRACT
FOR
ARCHITECTURAL OR ENGINEERING
SERVICES

Owner: Seattle School District No. 1,

and

Architect: tk1sc
Tax I.D. #33-1034661

Contract No. P1761

Gatewood ES Exterior Door Replacements
and HVAC Upgrades

AE FORM 1 - CONTRACT FOR ARCHITECTURAL OR ENGINEERING SERVICES

This Agreement, Contract No. P1761, is made by and between Seattle School District No. 1, a Washington municipal corporation ("Owner"), and tk1sc ("Architect"). The "Architect" may in fact be an architect, engineer, consultant, or similar company, and is not necessarily a licensed architect. Owner and Architect agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Architect shall provide professional architectural services pertaining to the planning, design, and construction of the Gatewood ES Exterior Door and HVAC Upgrades project pursuant to the terms and provisions of this Agreement and the attached AE Form 2.

2. CONTRACT PRICE AND SCHEDULE

As full compensation for performance of all Services including Additional Services, Owner shall pay Architect four hundred forty-two thousand seven hundred eight Dollars (\$442,708), plus Reimbursable Expenses not to exceed three thousand Dollars (\$3,000), subject to adjustments as provided elsewhere in this Agreement. This Fee covers all Basic Services of the Architect and its consultants, regardless of whether or not such Basic Services are eligible for State matching dollars. The Architect shall provide a spreadsheet which divides its Fee between Basic Services that are eligible for State matching dollars and Basic Services that are not eligible for State matching dollars. Architect shall commence work and complete the various phases of work at the prices and according to the schedule set forth in this Agreement. Owner has an urgent need for the use of facilities and time is of the essence.

3. COMMUNICATIONS

- (a) All correspondence, requests, notices, and other communications to Owner, in relation to this Agreement, shall be in writing and shall be delivered to:

Mailing Address: Tom Gut, PE
Project Manager
Mail Stop 22-332
P. O. Box 34165
Seattle, WA 98124-1165

Location: 2445 Third Avenue South
Seattle, WA 98134
Phone: 206-252-0709
Fax: 206-252-0573

In the event Owner has designated a Construction Manager in paragraph 4 of this Agreement, below, all of the aforementioned communications to Owner should be directed to Construction Manager, unless the Owner otherwise indicates in writing.

- (b) All correspondence, requests, notices, and other communications to Architect, in relation to this Agreement, shall be in writing and shall be delivered to:

Jason Tornquist, PE, SE
tklsc
Suite 500
616 1st Avenue
Seattle, WA 98104

Either party may from time to time change such address by giving the other party notice of such change in accordance with the provisions of this paragraph.

4. CONSTRUCTION MANAGER

Owner designates the below listed firm as its representative to act on Owner's behalf in connection with the administration of this Agreement and the subject Project. Said firm is referred to in this Agreement and related Agreements as "Construction Manager" and/or "Owner's Representative," and where a Construction Manager is used the term "Owner" shall mean and refer to the Construction Manager unless otherwise indicated. "Construction Manager" as used in this Agreement is not the GC/CM for projects in which the Owner utilizes RCW 39.10. The Construction Manager shall act as Owner's Representative in the administration of this Agreement and Project. Unless and until directed by Owner to the contrary, and except for any directions which authorize Additional Services or which otherwise entitle the Architect to additional Fee, Architect shall be entitled to rely upon the authority of the Construction Manager as Owner's Representative. The Construction Manager for this Agreement, if any, is:

N/A

Owner reserves the right to change the Construction Manager and will provide Architect with notice of any such change.

5. THIS AGREEMENT INCLUDES THE FOLLOWING DOCUMENTS:

- (a) Contract for Architectural Services--AE Form 1, six pages, revision date April, 2019,

(b) “AE Form 2,” which shall be one of the following three documents (check one as appropriate):

- ☐ AIA Document B103-2017 (General Conditions of Contract between Owner and Architect for a Design-Bid Build Project), as revised by the Owner, revision date of April 2019;
- ☐ AIA Document B103-2017 (General Conditions of Contract between Owner and Architect for a GC/CM Project), as revised by the Owner, revision date of April 2019; or
- ☒ General Conditions of Contract between Seattle School District No. 1 and Architect/Engineer for Smaller Projects, revision date of February, 2016

(c) Schedules listed below:

Schedule	Topic
A	Scope of Project
B	Project Milestones and Consultant Listing
C	Fees & Reimbursable Expenses
D	Nondiscrimination Statement

6. SUPPLEMENTAL CONDITIONS

The parties make the following modifications and revisions to the AE Form 2 (in addition to the revisions made by the Owner within the AE Form 2):

The base project will be designed to 90% of the MACC with additive alternaties for the remaining 10% of the MACC.

7. KEY PERSONNEL

Architect shall assign the following personnel to the performance of the Services and shall not (for so long as they remain in the Architect’s employ) reassign or remove any of them without the prior written consent of the Owner. In the event any such individual leaves the Architect’s employ or the Owner requests reassignment, the Architect shall replace such individual with another person of equivalent skills and experience satisfactory to the Owner.

<u>Name</u>	<u>Project Role</u>
Steven Reidy, PE, LEED AP	Principal

Jason Tornquist, PE, SE

Project Manager

Scott Stemper, AIA

Project Architect

8. MAXIMUM ALLOWABLE CONSTRUCTION COST AND OWNER CONTROLLED ALTERNATES

The Maximum Allowable Construction Cost ("MACC") for this Project, including demolition and abatement shall not exceed three million six hundred three thousand two hundred four Dollars (\$3,603,204). Owner Controlled Alternates ("OCA"), if known, are identified in Schedule A, and/ or otherwise will be addressed according to the AE Form 2.

9. SITE OBSERVATION

During the course of the Construction Phase, the Architect and its consultants shall perform visits to the project site as provided in the AE Form 2.

10. INVOICES

Architect shall submit its invoices in the form and according to the schedule prescribed in the AE Form 2 to the following address:

<u>Mailing Address:</u>	Tom Gut, PE	<u>Location:</u> 2445 Third Ave.
	Project Manager	Seattle, WA 98134
	Mail Stop 22-331	
	P.O. Box 34165	
	Seattle, WA 98124-1165	

11. INSURANCE

Architect shall maintain insurance with insurers and under such forms of policies as may be acceptable to Owner (and with an A.M. Best rating of A- or better) as follows:

Commercial General Liability Including premises operations, products and completed operations, contractual liability, , personal and advertising injury including, but not limited to libel and slander, etc, medical expense coverage, damage to rented premises, and an endorsement naming Owner as additional insured.

Limits of Liability . During the required coverage period, Architect shall notify the Owner of any claim(s) which may impair the level of coverage. In such event, Owner shall have the right to require Architect to obtain additional coverage, at no additional

cost to the Owner, to assure the Per Occurrence amount of available insurance for each liability coverage.

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises Limit	\$ 100,000
Medical Expense Limit	\$5,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$2,000,000

Workers Compensation

Limits of Liability	Statutory
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Employers Liability (Washington Stop-Gap)

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Commercial Automobile Liability including owned, hired, and non-owned auto. Coverage to include Combined Single Limit.

Limits of Liability	\$1,000,000
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Professional Liability including coverage for contractual liability. If contract is claims-made, a three (3) year discovery period shall be included.

Limits of Liability	\$1,000,000 per wrongful act and \$2,000,000 annual aggregate
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During the required coverage period, the Architect shall notify the Owner of any claim(s) which may impair the Architect's level of coverage. In such event, the Owner shall have the right to require the Architect to obtain additional coverage, at no additional cost to the Owner, to assure the Per Occurrence amount of insurance is available for each liability coverage.

12. AGREEMENT

This Agreement supersedes any and all prior agreements and is the entire agreement between Architect and Owner.

13. EFFECTIVE DATE

This Agreement is effective as of the date executed by both parties.

14. SIGNATURES

Architect:

Signature

Steven Reidy

Typed Name

Principal

Title

tklsc

Company Name

Date Signed

Owner:

Signature

JoLynn Berge

Typed Name

CFO/Superintendent's designee

Title

Seattle School District

Company Name

Date Signed

SCOPE OF PROJECT

Gatewood ES Exterior Door Replacements and HVAC Upgrades

BASIC SERVICES SCOPE DESCRIPTION OF MACC

The scope of work includes the design, permitting, bidding assistance, construction administration and closeout of the Gatewood ES Exterior Door Replacements and HVAC Upgrades project located at 4320 SW Myrtle, Seattle WA 98136. The Project Maximum Anticipated Cost of Construction (MACC) is \$3,603,204.

HVAC Upgrade Scope of Work:

MEPS (Mechanical, Electrical, Plumbing Services) Scope:

- Replacement of all existing heat pumps.
- Replacement of existing PVC supply and return piping to heat pumps.
- Replacement of heat pump condensate piping to existing drain system.
- Replacement of existing heat pump communications wiring. Heat pump controls to be reused where possible.
- Replacement of existing cooling tower.
- Replacement of existing cooling tower piping.
- Seismic anchorage of new heat pump units.
- Support and seismic anchorage of new cooling tower.
- Piping supports for new heat pump and cooling tower piping (note: seismic bracing of piping/distribution systems is bidder designed)
- Framing at new wall, floor, and roof penetrations, if required.
- Assume existing outside air system is to be left as-is.

Architectural Scope:

- Patching and painting of GWB walls where required for MEP systems installation.
- Potential replacement of mechanical closet access panels/doors (unknown quantity at this time. Access panels will be reused where possible.)
- Rework of existing ceilings as needed for HP supply and return piping replacement. Assume that ceiling re-work will be limited to removal and replacement of existing as needed for piping.
- Fireproofing / sealing of penetrations through rated walls where required.
- Roof and exterior wall penetration detailing.

Existing Building Investigation:

- Design team to perform on-site field investigation(s) as specified in Exhibit C to review the existing conditions against the provided as-built drawings.

Exterior Door Replacement Scope of Work:

- Replacement of doors, door jambs, and hardware (ADA compliant) in the historic building.

SCHEDULE A
Scope of Project

- Work to include six (6) pairs of double doors and two (2) single doors.

Additional Notes:

- Construction is assumed to occur over a single summer (2021). If construction needs to be extended to two summers, additional design services for CA may be required.

ADDITIONAL SERVICES

- Coordination with the Seattle Landmark Preservation Board for door replacement scope.
- At this point, Landmarks coordination is anticipated to be an administrative review. If a more comprehensive review is required, additional design service fees may be required.

PROJECT MILESTONES AND CONSULTANT LISTING

Gatewood ES Exterior Door and HVAC Upgrades

TASK	DATE
1. Approve A/E Contract	09/09/2020
2. Conferences with District Staff	09/14/2020
3. Schematic Design & Cost Estimate Submittal	10/12/2020
4. SSD Schematic Design Review	10/19/2020
5. Meet with District Staff	10/20/2020
6. Design Development & Cost Estimate Submittal	11/02/2020
7. SSD Design Development Review	11/09/2020
8. 65% Construction Documents & Cost Estimate Submittal	12/07/2020
9. 65% SSD Review Documents	12/14/2020
10. 100% Construction Documents & Cost Estimate Submittal	02/01/2020
11. 100% SSD Review Documents	02/08/2020
12. Permit Submittal (12-week turnaround)	12/07/2020 to 03/01/2020
13. 100% Submittal of Construction Documents for printing to bid	02/21/2021
14. Sent to Printers	02/22/2021
15. First Advertisement for Call for Bids	02/24/2021
16. Second Advertisement for Call for Bids	03/03/2021
17. Pre-Bid Meeting	03/04/2021
18. Bid Opening Date	03/24/2021
19. Board Packet to Director	03/08/2021
20. To Executive Committee	04/01/2021
21. To School Board	05/05/2021
22. Notice to Proceed	05/12/2021
23. Pre-Construction Meeting	05/17/2021
24. Contractor Site Access	06/21/2021
25. Substantial Completion	08/13/2021
26. Final Completion	09/13/2021

Consultants:

Services Provided

Architectural Services

Firm Name

Stemper AC

SCHEDULE C
Fees & Reimbursable Expenses

BASIC SERVICES FEE

As full compensation for performance of Basic Services, but not including Additional Services, Owner shall pay Architect four hundred thirty-six thousand seven hundred eight Dollars (\$436,708), subject to adjustments as provided elsewhere in this Agreement. Architect shall commence work and complete the various phases of work at the prices and according to the schedule set forth in this agreement.

ADDITIONAL SERVICES FEE

As compensation for performance of Additional Services, Owner shall pay Architect six thousand Dollars (\$6,000).

REIMBURSABLE EXPENSES

Reimbursable expenses for this Project as identified in the General Conditions shall be limited to the not-to-exceed amount of: three thousand Dollars (\$3,000.00). Allowable reimbursable expenses shall be invoiced with an administrative mark-up not exceeding 10%.

**SEATTLE SCHOOL DISTRICT NO. 1
NONDISCRIMINATION STATEMENT**

Architects who desire to provide the Seattle School District No. 1 with equipment, supplies and/or professional services must comply with the following contract requirements. During the performance of this contract, the Architect agrees as follows:

1. Architect agrees to comply with all local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. Architect will not discriminate against any otherwise qualified employee or applicant for employment because of race, creed, color, national origin, age, sex, marital status, sensory, mental or physical handicap unless, in some rare cases, the contractor may establish a bona fide occupational qualification as defined by law. Architect will ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Architect agrees to post in conspicuous places, available to employees and applicants for employment, any notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.
3. Architect will, in all solicitations or advertisements for employees placed by or on behalf of Architect, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age, sex, marital status, sensory, mental or physical handicap.
4. Architect will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Architect's nondiscrimination commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Any Architect who is in violation of these requirements shall be barred forthwith from receiving awards of any purchase order or contract from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless a satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 101 and 104 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

AE FORM 2
GENERAL CONDITIONS OF CONTRACT
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1 AND
ARCHITECT/ENGINEER
FOR SMALLER PROJECTS

Date: See AE Form 1 - Contract for Architectural Services
("AE Form 1")

the Owner ("Owner"): Seattle School District No. 1
2445 Third Avenue South
Seattle, Washington 98134

and the Architect/Engineer ("A/E"): See AE Form 1

for the design of the "Project": See AE Form 1

The Owner and A/E agree as set forth below.

In addition to the Services described in these General Conditions of Contract and in the AE Form 1 (collectively, the "Agreement"), the A/E shall provide the Services described in its Fee Proposal (if any), attached as Exhibit A to AE Form 1. To the extent that the requirements of this Agreement conflict with or expand upon the terms of Exhibit A, and unless specifically excluded by Exhibit A, the terms of this Agreement shall apply. Except for the hourly rates, to the extent that the A/E's Proposal attaches the A/E's or its consultants' standard terms and conditions that are not specific to this Project, such standard terms and conditions are not a part of this Agreement and are not binding upon the parties.

TERMS AND CONDITIONS OF AGREEMENT

ARTICLE 1 **A/E'S RESPONSIBILITIES**

1.1 A/E'S SERVICES

1.1.1 The A/E's Services consist of those services performed by the A/E, A/E's employees and A/E's consultants as enumerated in this Agreement. For purposes of this Agreement, the term "Services" shall include those services described in AE Form 1 and the services provided for in this Agreement.

1.1.2 The A/E's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The A/E shall designate a representative authorized to act on behalf of the A/E with respect to the Project.

1.1.4 The Services will result in a Project design consistent with the Project scope documents and shall meet or exceed all applicable building codes and the Owner's design standards. At the time of performance, the A/E shall be properly licensed, equipped, organized and financed to perform the Services. Each person who performs the Services shall be experienced and qualified to perform the services he or she performs, and the Owner shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the Owner, the A/E shall remove from the Services, without cost to the Owner or delay to the Project, any person whose removal the Owner reasonably requests.

1.1.5 The A/E shall, at no cost to the Owner, promptly and satisfactorily correct any Services found to be defective or not in conformity with the requirements of this Agreement. The obligations of the A/E to correct defective or nonconforming Services shall not in any way limit any other obligations of the A/E and is in addition to any and all other rights and remedies available to the Owner under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the Owner to make any correction of defective or nonconforming Services.

1.1.6 The A/E shall comply, and shall contractually require that the Services of all the A/E's consultants of any tier comply, with applicable federal, state and local laws, regulations, codes and orders in existence at the times when services are rendered.

1.1.7 The A/E shall be and operate as an independent contractor in the performance of the Services and shall have control over and responsibility for all of its personnel performing the Services. The A/E shall perform the Services in accordance with its own methods in an orderly and professional manner. Without prior written approval of the Owner, in no event shall the A/E be authorized, on behalf of the Owner, to: enter into any agreements or undertakings; waive any provisions of the Contract Documents; receive or accept notice under the Contract for Construction; execute any Certificate for Payment, Change Order or other document; authorize any payments or accept or approve

any documents, work, services, goods or materials that result in a change in the Contract Sum or Contract Time; or act as or be an agent or employee of the Owner.

1.1.8 The A/E shall comply with all applicable provisions of RCW 49.60, the Law Against Discrimination.

1.1.9 The Owner may elect to utilize the web-based project management communications tool, e-Builder, during the course of this project. The Architect and Architect's sub-consultant's, will be required to transmit all documents utilizing e-Builder, or as directed by the Owner. The Owner will provide e-Builder training to the Architect and Architect's sub-consultant's that are assigned to the project, at no cost. No additional payment shall be paid to the Architect for the training, apart from the fee amount agreed to.

ARTICLE 2 **SCOPE OF A/E'S BASIC SERVICES**

2.1 DEFINITION

2.1.1 The A/E's Basic Services consist of those described in the AE Form 1 and Exhibit A and made a part of this Agreement and include architectural, engineering, consulting, and design services necessary to produce a reasonably complete and accurate set of Construction Documents

2.2 DESIGN PHASE

2.2.1 The A/E shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The A/E shall review with the Owner alternative approaches to design and construction of the Project. The A/E shall provide a preliminary evaluation of the Owner's program, schedule and budget requirements.

2.2.2 Based on the mutually agreed upon program, schedule and construction budget requirements, the A/E shall prepare, for approval by the Owner, design documents consisting of drawings and other documents appropriate to the Project. The A/E shall provide Schematic Design documents and Design Development documents, each of which shall be submitted to the Owner for its approval of the proposed concepts before the A/E commences to the next phase of design. Along with each submittal to the Owner, the A/E shall provide a construction cost estimate prepared by an independent estimator, unless the Owner agrees otherwise.

2.2.3 The Schematic Design phase shall, at a minimum, include: Conceptual drawings illustrating enough detail showing proposed design and areas of new construction, renovation, demolition, systems layout and alternative approaches. A narrative shall be included describing the proposed work and identification of major system components, materials, and how the proposed design meets the Owner's requirements. The Schematic Design construction cost estimate shall have enough detail for the Owner to understand and decide which approach or alternative to proceed with.

2.2.4 The Design Development phase shall, at a minimum, include: Developed drawings illustrating the constructability of preliminary concepts, detailed alternative designs, proposed details, and materials and systems proposed to be included in the work. Outline specifications shall be developed and be part of this phase which will be included in the final Project Manual. The Design Development construction cost estimate shall be further refined and meet the Owner's MACC. Overall level of design for this phase shall illustrate a refinement whereby construction documents can begin.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Development Documents, the A/E shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall comply with applicable federal, state and local laws and regulations. The A/E must certify to the best of its knowledge that the Construction Documents are in compliance with the state building code (RCW 19.27) and all pertinent state and local statutes relating to school building construction. The Owner's review of the Construction Documents will not relieve the A/E of its responsibilities under this Agreement. The A/E shall submit to the Owner for review, Construction Documents submittals, including specifications, at 65%, 95% and 100% completion. An updated construction cost estimate, prepared by an independent cost estimator, unless agreed otherwise by Owner, shall be submitted at 65%, 95% and 100% completion. Owner Controlled Alternates will be finalized at 65%.

2.3.2 The A/E shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.3.3 The A/E shall provide the Owner with any adjustments to previous estimates of Construction Cost indicated by changes in requirements, general market conditions or other changes.

2.3.4 The A/E shall be responsible, with the assistance of the Owner, for coordinating and filing documents required for the approval of governmental authorities having jurisdiction over the Project. The A/E shall be responsible for making the changes in the Construction Documents required by the governmental authorities at its expense, unless the authorities' comments are substantially different from previous interpretations. To the extent applicable to this Project, the A/E shall assist the Owner by supplying information, advice and communication in connection with the Owner's responsibility for filing documents required by the Superintendent of Public Instruction. The A/E shall respond to governmental authorities within ten days of receipt of review comments.

2.3.5 All of the A/E's plans shall be submitted on CADD in the Windows version of AutoCad acceptable to the Owner and shall be provided to the Owner on compact disks. Site plans should show the locations, size, and labeling of all utilities. Any Site utility that interfaces with a structure should be shown to stop at the exterior wall line of that structure. The Site shall have a named user coordinate system (UCS) allowing it to be inserted and properly located on the site at 0.0. The Owner may elect to incorporate BIM (Building Information Modeling) in the design and production of the project. The use of BIM shall not be an additional service and will not cause any ramifications in terms of capability or schedule unless such terms are explicitly agreed upon in the A/E Form 1. If BIM is incorporated, the Architect shall

make available to the Contractor BIM design and construction documents for use by the Contractor in construction of the project.

2.3.6 The Owner reserves the option to retain constructability-review and/or value engineering services in order to review the documents prepared by the A/E. If the Owner does so, changes may be proposed to the Drawings and Specifications as a result of this process. The A/E and its consultants, as an Additional Service, shall participate in these processes by briefing the constructability and/or value engineering consultants, answering their questions, and meeting with the Owner and these consultants to determine the advisability of such changes in the A/E's design documents. The A/E shall make such changes as the Owner directs after such consultation. Except for the correction of errors, omissions or conflicts in the Contract Documents prepared by the A/E, the A/E will be paid for such Owner-directed changes as a Change in Service.

2.4 BIDDING PHASE

2.4.1 The A/E, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids and assist in awarding and preparing contracts for construction.

2.4.2 The A/E, in collaboration with the Owner, shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.4.3 The A/E shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The A/E shall subsequently document and distribute the bidding results, as directed by the Owner.

2.4.4 The A/E shall undertake a reasonable investigation of the "responsibility" of the apparent lowest bidder regarding:

- .1** Its ability, capacity, and skill to perform the contract;
- .2** Its character, integrity, reputation, judgment, efficiency and experience;
- .3** Whether the bidder can perform the contract within the time specified;
- .4** The quality of performance of previous contracts;
- .5** Its previous and existing compliance with laws relating to the contract; and
- .6** Such other information as may be secured having a bearing on the decision to award the contract.

2.5 CONSTRUCTION PHASE

2.5.1 The A/E's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the execution of the Contract for Construction and, except for services during the Correction Period, terminates upon the later of the completion of the A/E's scope of work as described in AE Form 1 or the Owner's Final Acceptance of the Project.

2.5.2 The A/E shall provide administration of the Contract for Construction as set forth below and in the Construction Contract used by the Owner and drafted with the A/E's participation.

2.5.3 Duties, responsibilities and limitations of authority of the A/E shall not be restricted, modified or extended without written agreement of the Owner and the A/E.

2.5.4 The A/E shall be a representative but not an agent of and shall advise and consult with the Owner during the Construction Phase and from time to time during the one-year Correction Period for Work related to the Contract for Construction. The A/E shall

have authority to act on behalf of the Owner only to the extent provided in this Agreement. Notice by third parties to the A/E shall not be deemed notice to the Owner.

2.5.5 The A/E shall visit the site at least once per week, and at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and A/E in writing (1) to observe the site and Work; (2) to become generally familiar with the progress and quality of the Work completed; and (3) to determine for the Owner's benefit and protection if the Work is proceeding in accordance with intent of the Contract Documents and with the Contractor's Schedule. The A/E shall issue a field report of each site observation. The A/E shall conduct weekly meeting with the Contractor and shall issue minutes. On the basis of on-site observations as an A/E, the A/E shall keep the Owner informed about the progress and quality of the Work, and shall endeavor to guard the Owner against, and promptly notify the Owner in writing of, defects and deficiencies in the Work and against the Contractor's failure to carry out the Work in accordance with the intent of the Contract Documents and the Contractor's Schedule. The A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The A/E shall not, without written approval from the Owner:

- .1 Authorize significant or material deviations from the Contract Documents,
- .2 Approve substitute materials or equipment,
- .3 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors,
- .4 Approve expediting the Work for the Contractor,
- .5 Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work,
- .6 Authorize or suggest that the Owner occupy the Project in whole or in part,
- .7 Prepare or certify to the preparation of the Contractor's Record Drawings,
- .8 Order the Contractor to stop the Work or any portion thereof,
- .9 Communicate directly with Subcontractors unless authorized by the Contractor or Contract Documents, or
- .10 Bind the Owner in any way to a change in the Contract Sum or Contract Time.

2.5.6 The A/E shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The A/E shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The A/E shall be responsible for its negligent acts, errors, or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work except for the A/E and its employees, agents, and consultants.

2.5.7 The A/E shall at all times have access to the Work wherever it is in preparation or progress.

2.5.8 Based on the A/E's observations of the Work and upon evaluations of the Contractor's Progress Schedule and updates and Applications for Payment, the A/E shall review and approve, subject to the Owner's approval and within seven days of the A/E's receipt of an Application, the amounts to be paid to the Contractor.

2.5.9 The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's observations at the site as provided in Section 2.5.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the A/E's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the A/E. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.5.10 The A/E shall consult with the Owner concerning the advisability of rejecting Work that does not conform to the Contract Documents and additional inspection or testing of the Work whenever, in the A/E's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.5.11 The A/E shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The A/E shall not change the Contract Documents through review comments on a submittal or an RFI, but only through a Change Order or Construction Change Directive signed by the Owner. The A/E's action shall be taken as soon as possible and with such reasonable promptness as to cause no delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of construction means, methods, techniques, sequences or procedures. The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the A/E shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.5.12 The A/E shall prepare Change Orders and Construction Change Directives, with supporting documentation and data for the Owner's approval and execution in accordance with the Contract

Documents. The A/E may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. Basic Services shall include all aspects of the preparation and processing of Change Orders and Construction Change Directives resulting from errors, omissions or deficiencies in the Contract Documents prepared by the A/E.

2.5.13 The A/E shall make observations regarding the dates of Substantial Completion and Final Completion. At Substantial Completion, the A/E shall prepare a "punch list" of observed items requiring correction, completion or replacement by the Contractor. The A/E shall receive, review for compliance with the Contract Documents and forward to the Owner written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents. The A/E shall perform services from time to time during the one-year Correction Period, including a review at the Project site at six and eleven month intervals after Substantial Completion, and shall prepare itemized lists of items needing to be corrected by the Contractor.

2.5.14 The A/E shall interpret and initially decide matters concerning the Contractor's performance under the requirements of the Drawings and Specifications and shall assist the Owner in the interpretation of all other Contract Documents and the Contractor's performance thereunder on written request of either the Owner or Contractor. The A/E's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the A/E shall endeavor to secure faithful performance by both the Owner and Contractor and shall not show partiality to either.

2.5.15 Interpretations and decisions of the A/E shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Upon the Owner's request, the A/E shall advise the Owner concerning claims, disputes or other matters in question between the Owner and Contractor.

2.5.16 The A/E shall assist in supplying information, advice and communication with respect to usual and customary requirements of the Superintendent of Public Instruction.

2.5.17 The A/E shall contemporaneously provide the Owner with copies of all written communications between the A/E and the Contractor concerning any matter material to the cost, time, sequence, scope, or requirements of the Project. Except as otherwise provided in this Agreement or when direct communications have been specifically authorized, the Owner shall endeavor to communicate with the Contractor through the A/E about matters arising out of or relating to the Contract Documents. Communications by and with the A/E's consultants shall be through the A/E.

ARTICLE 3 **ADDITIONAL SERVICES**

3.1 Additional Services, and any other services involving payment beyond Basic Compensation shall be provided if authorized in writing by the Owner or if included in Article 13, and they shall be paid for by the Owner as provided in this Agreement only to the extent not caused by the errors, omissions, malfeasance or negligence of the A/E. Additional Services include budget analysis, financial feasibility studies, planning surveys,

environmental studies, coordination of contractors, quantity surveys, inventories of material or equipment, or any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural and engineering practice.

3.2 In the absence of mutual agreement in writing, the A/E shall notify the Owner in writing prior to providing any Services requiring an adjustment in the A/E's compensation and shall specify the proposed adjustment. Failure to provide such timely written notice before providing such Services shall be a waiver of any right to payment for Additional Service. The A/E shall not move forward in rendering such Services without the written permission of the Owner. If requested by the Owner in writing, the A/E shall proceed with such Additional Services even if the parties have not yet agreed to the change in compensation. Without the Owner's written permission to proceed with such Additional Services, the A/E shall have no obligation to provide, and the Owner shall have no obligation to compensate the A/E for, those services.

3.3 If the Owner agrees that more extensive representation at the site than is described in Section 2.5.5 is required, the A/E shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

ARTICLE 4 **OWNER'S RESPONSIBILITIES**

4.1 The Owner shall provide full information regarding requirements for and limitations on the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria.

4.2 To the extent not already established, the Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If required by the Project and requested by the A/E, the Owner shall furnish the services of consultants for traffic, energy reports, material testing, or specialized inspection services when the Owner agrees that such services are reasonably required by the scope of the Project.

4.4 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.5 The Owner shall, at its discretion, furnish legal, accounting and insurance counseling services that may be necessary at any time for the Project to meet the Owner's needs and interests, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner. The Owner is not, however, required to furnish these services for the A/E's benefit.

4.6 The Owner shall give prompt written notice to the A/E if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 Unless identified as the Contractor's responsibility under the Construction Contract, the Owner shall pay for:

- .1** the fees for application for building permits, plan reviews and site mitigation,

- .2 fees to any other agency for environmental matters and development or impact fees, and
- .3 the publication and reproduction costs for the advertisement for bids and bid documents.

ARTICLE 5

CONSTRUCTION COST

5.1 MAXIMUM ALLOWABLE CONSTRUCTION COST

5.1.1 The Maximum Allowable Construction Cost ("MACC") is the sum that the Owner establishes (in writing) as the fixed limit for constructing the Project. It includes the cost of labor, materials, and equipment necessary to complete the construction contract, using current market rates, including a reasonable allowance for overhead and profit, and an estimate of inflation and other possible price increases through the mid-point of construction. It does not include Washington State or local sales tax, professional fees, compensation to the A/E and the A/E's consultants, the Owner's construction contingencies, or the cost of the land, rights-of-way or other construction-related costs that are the responsibility of the Owner.

5.1.2 The MACC for the project is identified in A/E Form 1. The A/E shall promptly notify the Owner in writing if for any reason and at any time the A/E believes that the Construction Cost of the Project will exceed the MACC.

5.1.3 The Owner may change the MACC at any time prior to bid opening and give notice of the change to the A/E, whose compensation will not be changed for services performed prior to the notice. The MACC will not change after the bids are opened.

5.2 CONSTRUCTION COST

5.2.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the A/E. The Construction Cost shall be determined by the A/E's most recent estimate (not to exceed the MACC) through the Construction Document Phase, and by the Contract Sum after the Bidding Phase ends.

5.2.2 The Construction Cost shall include the cost at current market rates of labor, materials and equipment (furnished either through the construction contract, through a separate contract, or directly) and designed, specified, selected or specially provided for by the A/E, plus a reasonable allowance for the overhead and profit of the Contractor or separate contractor. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding.

5.2.3 Construction Cost does not include the compensation of the A/E and the A/E's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.3 RESPONSIBILITY FOR CONSTRUCTION COST

5.3.1 Evaluations of the Owner's Project budget and preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the A/E represent the A/E's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the A/E nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Accordingly, the A/E does not warrant or represent that bids will not reasonably vary from the MACC or from any estimate of Construction Cost or evaluation prepared or agreed to by the A/E. As part of its Basic Services, the A/E shall design the Project to 95% of the MACC, and shall design additive alternates for the remaining 5% of the MACC.

5.3.2 If the Invitation to Bid has not been issued within 90 days after the A/E submits the Construction Documents to the Owner, the MACC and the Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the complete Construction Documents to the Owner and the date on which the solicitation commences.

5.3.3 If the lowest bona fide bid exceeds the A/E's last Construction Cost estimate for corresponding Work by more than five percent, the Owner may, at its sole option:

- .1 accept the bid;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 terminate this Agreement in accordance with Section 8.1; and/or
- .4 cooperate with the A/E in revising the Project scope and/or quality, to the extent consistent with the Project's requirements, to reduce the Project cost, and the A/E shall prepare revised drawings and specifications for re-bidding at no cost to the Owner.

The A/E's compensation shall not be increased under any of these four options even if the MACC or Construction Cost increases.

5.3.4 If the Owner chooses to proceed under Section 5.3.3.4, the A/E shall bear its associated costs, including modification of the Contract Documents and repetition of the required Construction Cost estimate, bidding, and construction schedule activities.

ARTICLE 6

USE OF A/E'S INSTRUMENTS OF SERVICE

6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the A/E and its consultants for this Project are Instruments of Service. The Instruments of Service shall become the joint property of the Owner and A/E and, unless otherwise provided, the A/E shall be deemed the author of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including the copyright, to the extent not modified herein. The A/E grants to the Owner a non-exclusive license to use and reproduce the Instruments of Service for purposes of constructing, using, maintaining and adding to the Project. Reproducible copies, including disks, may be retained by the Owner, whether the Project for which they were made is executed or not, and both are entitled to make and retain copies and reproduce them for their own use. The Owner agrees to indemnify and hold harmless the A/E, its agents and employees, from any claims arising from the Owner's use of the Instruments of Service on projects for which the A/E is not employed.

6.2 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of either parties' reserved rights.

6.3 Upon request by the Owner, the A/E shall provide electronic copies, including CADD, Word, and similar files to the Owner and the Contractor as a part of Basic Services. The Owner agrees to indemnify, defend and hold the A/E harmless from any subsequent modification by the Owner to the A/E's Instruments of Service on projects for which the A/E is not employed.

ARTICLE 7

DISPUTE RESOLUTION

7.1 Any claim, dispute or other matter in question arising out of or related to this Agreement and between the Owner and the A/E, including its consultants ("Disputes"), shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended Disputes and as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the A/E. If such matter relates to or is the subject of a lien arising out of the A/E's services, the A/E may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

7.2 The Owner and A/E shall endeavor to resolve Disputes through negotiation during the Project. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the Owner and A/E shall endeavor to resolve such Disputes by mediation. Request for mediation shall be filed in writing with the other party to this Agreement. If the parties are unable to select a mutually acceptable mediator within sixty (60) days of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings. A principal of the A/E and the Superintendent or designee of the Owner, both having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such as the Contractor, Subcontractors, suppliers, and/or consultants, their representatives, with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

7.3 Unless the Owner and the A/E mutually agree in writing otherwise, all unresolved Disputes shall be considered at a single mediation session which shall occur after Substantial Completion and prior to Final Acceptance of the Project by the Owner. The A/E may bring no litigation on a Dispute unless the Dispute has been raised as required by this Agreement and considered in the above mediation procedure, except that either party may assert a claim in litigation if such a claim must be asserted under scheduling deadlines of the applicable Rules of Civil Procedure or statutes of limitation.

7.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon or if the dispute involves the Contractor and the Contractor's contract with the Owner requires a different location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.5 The A/E will continue to perform its obligations under this Agreement so as not to delay the Project pending resolution of any dispute. The Owner shall continue to make payment of all amounts due under this Agreement that are not in good faith dispute.

7.6 The A/E and the Owner waive incidental, indirect, punitive, special and consequential damages for Disputes,

including attorneys' fees of third parties (unless claimed on the basis of an indemnification), and including, without limitation, all such damages due to either party's termination. This waiver does not, however, limit a party's ability to recover third party damages arising out of claims against the other party.

7.7 Venue for any litigation between the Owner and the A/E shall be in a court of competent jurisdiction in King County, Washington

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 TERMINATION OF AGREEMENT BY OWNER FOR CAUSE

8.1.1 If, through any cause, either the A/E fails to fulfill in a timely and proper manner its material obligations under this Agreement, or the A/E violates any of the material covenants, agreements or stipulations of this Agreement, or the A/E becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, or if the A/E's designated representative ceases to be personally involved with the Project, the Owner shall have the right (but not the obligation) to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven calendar days after the notice, during which period the A/E shall have the right to cure the default. If the default is not cured by the termination date, the Owner shall have the right (but not the obligation) to take over performance of the architectural and engineering services and prosecute the same to completion, by contract or otherwise, and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or for the benefit of the A/E shall, at the option of the Owner, become the Owner's property. These rights and remedies of the Owner are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

8.1.2 In the event that the Owner terminates for cause, the Owner shall be liable to the A/E only for the A/E's just and equitable compensation for any satisfactorily completed services, but in no event shall this compensation exceed the percentage of total Services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. The Owner may withhold any payments to the A/E for the purpose of setoff until such time as the exact amount of damages due the Owner from the A/E is determined. In no event shall the Owner be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by the A/E as a result of such termination. If the Owner purports to terminate all or a part of this Agreement for cause, and it is later determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience by the Owner pursuant to Section 8.2, and the rights of the parties shall be determined accordingly.

8.2 TERMINATION FOR CONVENIENCE BY OWNER.

8.2.1 The Owner may, at its option and under such terms as it may set, terminate all or a portion of the Services not then performed under this Agreement at any time by so notifying the A/E in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of the Owner, become its property, and the Owner shall indemnify and hold harmless the A/E, its agents and employees, from any claims

arising from the Owner's subsequent use of such documents and other materials, except to the extent the A/E is solely or concurrently negligent. If all or a portion of the Services are terminated by the Owner as provided herein, the A/E's compensation for the terminated Services shall be that portion of the Basic Compensation for terminated Services satisfactorily performed prior to termination, reasonable and necessary expenses incurred by the A/E to terminate any consultant contracts, and proper Compensation for Reimbursable Expenses and Additional Services. The Owner shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by the A/E as a result of such termination.

8.3 SUSPENSION OF THE AGREEMENT

8.3.1. The Owner may, at its option and under such terms as it may set, suspend all or a portion of the Services not then performed under this Agreement at any time by so notifying the A/E in writing. If the Owner suspends the Project, the A/E shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the A/E shall be compensated for expenses incurred as a result of the interruption and resumption of the A/E's services and only if the Owner suspends the Project for more than sixty (60) consecutive days.

8.4 TERMINATION OF AGREEMENT BY A/E FOR CAUSE

8.4.1 Should the Owner fail to make payment to the A/E in accordance with the terms of this Agreement through no fault of the A/E, the A/E may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven calendar days after the notice, during which period the Owner shall have the right to cure the default. In the event of such termination, the A/E shall be compensated in accordance with Sections 8.2.

ARTICLE 9 **MISCELLANEOUS PROVISIONS**

9.1 This Agreement shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

9.2 The Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Construction Contract used by the Owner. The Owner and A/E each shall require similar waivers from their contractors, consultants and agents.

9.3 The Owner and A/E, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the A/E shall assign this Agreement without the written consent of the other.

9.4 This Agreement represents the entire and integrated agreement between the Owner and A/E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and A/E.

9.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or A/E.

9.6 Unless otherwise provided in this Agreement, the A/E and A/E's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.7 The A/E's services shall be performed in accordance with generally accepted standards of professional practice, with any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The A/E shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and consultants, and shall be solely responsible for general public health, safety, and welfare related to or arising from its acts or omissions at the site. The A/E understands and agrees that it shall abide by all applicable federal, state, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

9.8 The Owner reserves the right to contract with other architects, engineers, and consultants for design services.

9.9 Neither the A/E nor any of its consultants shall utilize any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The A/E shall remove from the Services any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable at no cost to the Owner. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

9.10 The A/E shall enforce strict discipline and good order among the A/E's employees, consultants, and other persons carrying out the Agreement, including observance of drug testing and all smoking, tobacco, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel on the Owner's property. The A/E shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The A/E shall ensure that all persons performing the Services under this Agreement comply with the Owner's tobacco-free use policy and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff.

9.11 Any employees of the A/E and its consultants of any tier performing Services on the Owner's property on the site shall be free from drug and alcohol impairments. If the Owner or Building Site Administrator reasonably believes that a person may be under the influence of any such drugs or alcohol, the Owner may require that testing take place immediately and failure to do so may be grounds for the immediate termination of the offending consultant/A/E.

9.12 Prior to being provided access to the Owner's property, the A/E and its consultants of any tier shall each agree in writing

to strictly abide by the requirements of these Sections 9.9 through 9.11, and agreeing that the failure to do so is grounds for the immediate termination of the offending consultant/A/E. The A/E shall include the requirements of these Sections 9.9 through 9.11 in its consultant agreements of any tier.

ARTICLE 10

INSURANCE AND INDEMNIFICATION

10.1 INSURANCE

10.1.1 The A/E shall, at its sole cost and expense, secure and maintain at a minimum the following insurance, on an occurrence basis, to protect the Owner, its successors and assigns and the respective directors, employees and agents of each of the foregoing (such as naming them as additional insureds), from and against any and all claims, losses, harm, costs, liabilities, damages and expenses arising out of (1) general liability including (a) bodily injury (including death) (b) Employer's Liability (Washington Stop-Gap), and (c) property damage and (2) Auto Bodily Injury for autos owned or hired by the A/E in Washington, each of the above coverages in the amount of no less than the limits identified in A/E Form 1. The A/E shall also maintain state workers' compensation coverage as required by law.

10.1.2 The A/E shall maintain, following execution of this agreement and for six years after Substantial Completion subject to RCW 4.16.310 (or, if earlier, until demolition of the buildings), professional errors and omissions insurance in an amount no less than the limits identified in A/E Form 1 for claims that may result in any way from negligent performance of the A/E's obligations under this Agreement. The A/E shall promptly notify the Owner of any material changes to, interruption of, or termination of this insurance. The A/E shall contractually require its subcontractors and consultants of any tier to maintain professional errors and omissions insurance in an amount of at least 50% of the above amount. If professional errors and omissions insurance is not reasonably available for a class of consultants, the A/E must so notify the Owner.

10.1.3 All such insurance shall be placed with such insurers and under such forms and limits of policies as may be reasonably acceptable to the Owner. Within ten days of execution of this Agreement and annually thereafter, the A/E shall deliver to the Owner certificates of insurance (including renewal or replacement certificates) acceptable to the Owner and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The policies shall not be canceled or materially changed without the A/E providing 30 days' prior notice of such cancellation or change, and the certificates shall indicate that the Owner is an Additional Insured, except on workers' compensation and professional errors and omissions policies. The foregoing requirements as to insurance and acceptability to the Owner of insurers and insurance to be maintained by the A/E shall not in any manner limit or qualify the liabilities or obligations assumed by the A/E under this Agreement.

10.2 INDEMNIFICATION

10.2.1 The A/E hereby releases and agrees to indemnify and hold harmless the Owner, its successors and assigns and the directors, employees and agents of each of the foregoing ("Indemnified Parties"), from and against any and all claims of third parties and losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees incurred on such claims and in proving the right to

indemnification) arising or resulting from such claims of third parties to the extent arising out of or in connection with any willful misfeasance, bad faith or negligence in, or reckless disregard of, (1) the performance of the services or obligations of, or (2) the acts, errors or omissions of, the A/E or any of its subcontractors or consultants of any tier, the respective successors and assigns of the A/E or any such subcontractors or consultants, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the A/E's behalf in connection with this Agreement or its performance; PROVIDED, however, that the A/E shall not be required to so indemnify and hold harmless any of such Indemnified Parties against liability for damages caused by or resulting from the sole negligence of the Indemnified Parties; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of Indemnified Parties and of the A/E or its agents, consultants or employees, then the A/E's indemnity and hold harmless obligations hereunder shall be limited to the extent of the negligence of the A/E or its agents, consultants or employees.

ARTICLE 11

PAYMENTS TO THE A/E

11.1 REIMBURSABLE EXPENSES

11.1.1 Reimbursable Expenses are allowable expenses incurred by the A/E in the interest of the Project for: authorized out-of-town travel; fees paid for securing approval of authorities having jurisdiction over the Project; reproductions, except reproductions for the office use of the A/E and its consultants, postage and delivery of Drawings, and Specifications; and expense of overtime work requiring higher than regular rates if pre-approved in writing by the Owner. Travel expenses are not Reimbursable Expenses, provided, however, that travel approved by the Owner more than 75 miles from the site of the Services is a Reimbursable Expense at the Internal Revenue Service allowed rate. See A/E Form 1 for further information regarding and limits upon Reimbursable Expenses.

11.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

11.2.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, and as further described in A/E Form 1. Applications for payment shall be submitted in a form acceptable to the Owner, and shall include the description and scheduled value and cost code, value of work completed to date and for the present month, percent complete to date, and balance to finish. Requests for payment of Reimbursable Expenses shall be accompanied by receipts or records documenting those expenses. Request for payment of Additional Services based on hourly rates shall be accompanied by copies of personal time sheets or billing summaries describing the daily hours and services performed.

11.2.2 If and to the extent that the time initially established in A/E Form 1 for this Project is exceeded or extended through no fault of the A/E, compensation for any services rendered during the additional period of time shall be adjusted to the extent that the A/E can demonstrate that such delay causes an increase in the A/E's costs of performing its Services.

11.2.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in

Section 11.2.4, based on the lower of (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

11.2.4 The compensation shall be made monthly and shall be in proportion to the Services implemented, but in no event shall the compensation payable during any phase exceed the percentages specified below of the compensation specified in AE Form 1:

Schematic design phase	13%
Design development phase	20%
Construction documents phase	36%
Bidding phase	2%
Construction phase	27%
Post-construction phase (including balance of correction period)	2%

11.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

11.3.1 Payments on account of the A/E's approved Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the A/E's statement of services rendered or expenses incurred.

11.4 PAYMENTS WITHHELD

11.4.1 No deductions shall be made from the A/E's compensation on account of sums withheld from payments to contractors.

11.5 A/E'S ACCOUNT RECORDS

11.5.1 Upon request, the A/E shall provide the Owner with access to its records for inspection, audit, and reproduction and with an accounting of any services of the A/E or of any of its consultants of any tier. The accounting of services shall detail the services performed, the amounts paid to a consultant (supported by copies of all paid invoices) and such other information as the Owner may reasonably request. The Owner shall in no event be obligated to make any payment to any consultant, and the Owner is not obligated to reimburse the A/E for such payments if the amount thereof has been taken into account in determining the basic compensation payable to the A/E under this Agreement. If the Owner makes any such payment which the A/E was obligated to make, the A/E shall reimburse the Owner upon demand for the same, together with all related costs and expenses incurred by the Owner.

11.6 WAIVER OF CLAIMS

11.6.1 If the A/E believes that it is entitled to any additional compensation in addition to the specific amounts stated in A/E Form 1, such as payments for what the A/E considers to be Additional Services, the A/E shall timely notify the Owner in writing of such claims for compensation as provided in Section 3.2 or elsewhere in this Agreement. Failure of the A/E to timely provide such written notification to the Owner shall constitute a waiver of the A/E's rights to seek such additional compensation. To the extent that this Agreement does not otherwise provide a time limit in which the A/E may assert such claims, in no event shall the A/E have the right to seek such additional compensation from the Owner unless such claims are attached to the A/E's invoice which seeks payment for the final amounts of compensation listed in A/E Form 1. Such invoice shall also include any final requests for reimbursable expenses.

End of General Conditions of Contract



SCHOOL BOARD ACTION REPORT

DATE: August 5, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0102, fhpodesta@seattleschools.org

For Introduction: August 26, 2020
For Action: September 9, 2020

1. TITLE

BEX V: Award Architectural & Engineering Contract P1762 to BuildingWork for the Louisa Boren STEM K-8 School HVAC Upgrades project

2. PURPOSE

The purpose of this action is to provide authorization for the Superintendent to enter into an Architectural & Engineering (A/E) contract in the amount of \$316,760.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute A/E contract P1762 with BuildingWork in the amount of \$316,760 for architectural and engineering services for the Louisa Boren STEM K-8 School HVAC Upgrades School project, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

a. Background

The Louisa Boren STEM K-8 School HVAC Upgrades project, located at 5950 Delridge Way SW, Seattle, WA 98106, is funded through the BEX V levy passed by the voters in February 2019. The levy timeline includes that this project will be completed for the 2021-2022 school year.

The project scope includes replacing the original boiler with two condensing boilers and replacing the pneumatic mechanical system controls with direct digital controls (DDC).

The firm of BuildingWork was selected through the Architecture and Engineering (A/E) selection procedures established in Superintendent Procedure [6220SP.C](#). Seven (7) firms submitted their qualifications and three (3) firms were shortlisted and interviewed, IBI Group, tk1sc and BuildingWork were interviewed. BuildingWork was judged to be the most qualified to provide these design services.

Prior improvements that have been made at Louisa Boren STEM K-8 School since the year 2000 include: interior, electrical, mechanical and playground improvements for re-opening 2012 and seismic improvements 2013.

b. Alternatives

Deny Motion. If motion is denied, the district will not be able to execute the contract to start the design of the Louisa Boren STEM K-8 School HVAC Upgrades project.

c. Research

- 2014 Building Condition and Educational Adequacy Assessment, prepared by MENG Analysis
- Seattle Public Schools Technical Building Standards dated December 2012
- 2015 Seattle Building Code
- Coordination meetings with district facilities and other stakeholders throughout the design process

5. FISCAL IMPACT/REVENUE SOURCE

The fiscal impact to this motion will be \$316,760. The revenue source for this motion is from the BEX V Capital Levy. The advertised Maximum Allowable Construction Cost budget is \$2,749,868. The total project budget is \$ 4,364,870 of which the A/E contract is one part.

Expenditure: ☒ One-time ☐ Annual ☐ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☐ Not applicable

☐ Tier 1: Inform

☒ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

The selection of projects in the BEX V program went through an extensive community vetting process and ultimately received 73% approval from voters in February 2019.

7. EQUITY ANALYSIS

The district's Racial Equity Analysis toolkit was utilized to guide the planning process for the BEX V Capital Levy, influencing community engagement methods, preparation of the 2018 update to the Facilities Master Plan, and ultimately the final proposed levy package. The Board's guiding principles stated that racial and educational equity should be an overarching principle for the BEX V Capital Levy planning in accordance with Board Policy 0030, Ensuring Educational and Racial Equity. Projects identified for inclusion in the BEX V levy will ultimately improve conditions for all students in the affected schools. Improved building conditions create a better environment for learning and can provide facilities to better position students for academic success.

8. STUDENT BENEFIT

It is the goal of the district to continue the process of implementing the BTA and BEX Capital Levy programs and provide students with safe and secure school buildings.

9. WHY BOARD ACTION IS NECESSARY

- ☒ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☐ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☐ Other: _____

10. POLICY IMPLICATION

Per Board Policy No. 6220, Procurement, any contract over \$250,000 must be brought before the Board for approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on August 13, 2020. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Design will begin upon execution of this contract. Construction will take place during the summer of 2021.

13. ATTACHMENTS

- A/E Contract (for reference in the Capital Projects & Planning office)

ASAP

CONTRACT
FOR
ARCHITECTURAL OR ENGINEERING
SERVICES

Owner: Seattle School District No. 1,

and

Architect: BuildingWork
Tax I.D. #: 81-2596880

Contract No. P1762

Louisa Boren STEM K-8 HVAC Upgrades

AE FORM 1 - CONTRACT FOR ARCHITECTURAL OR ENGINEERING SERVICES

This Agreement, Contract No. P1762, is made by and between Seattle School District No. 1, a Washington municipal corporation ("Owner"), and BuildingWork ("Architect"). The "Architect" may in fact be an architect, engineer, consultant, or similar company, and is not necessarily a licensed architect. Owner and Architect agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Architect shall provide professional architectural services pertaining to the planning, design, and construction of the Louisa Boren STEM K-8 HVAC Upgrades project pursuant to the terms and provisions of this Agreement and the attached AE Form 2.

2. CONTRACT PRICE AND SCHEDULE

As full compensation for performance of all Services except Additional Services, Owner shall pay Architect three hundred thirteen thousand, seven hundred sixty Dollars (\$313,760.00), plus Reimbursable Expenses not to exceed three thousand Dollars (\$3,000.00), subject to adjustments as provided elsewhere in this Agreement. This Fee covers all Basic Services of the Architect and its consultants, regardless of whether or not such Basic Services are eligible for State matching dollars. The Architect shall provide a spreadsheet which divides its Fee between Basic Services that are eligible for State matching dollars and Basic Services that are not eligible for State matching dollars. Architect shall commence work and complete the various phases of work at the prices and according to the schedule set forth in this Agreement. Owner has an urgent need for the use of facilities and time is of the essence.

3. COMMUNICATIONS

- (a) All correspondence, requests, notices, and other communications to Owner, in relation to this Agreement, shall be in writing and shall be delivered to:

Mailing Address: Tom Gut, PE
Project Manager
Mail Stop 22-332
P. O. Box 34165
Seattle, WA 98124-1165

Location: 2445 Third Avenue South
Seattle, WA 98134
Phone: 206-445-4760
Fax: 206-252-0573

In the event Owner has designated a Construction Manager in paragraph 4 of this Agreement, below, all of the aforementioned communications to Owner should be directed to Construction Manager, unless the Owner otherwise indicates in writing.

- (b) All correspondence, requests, notices, and other communications to Architect, in relation to this Agreement, shall be in writing and shall be delivered to:

Kate Weiland, AIA, LEED AP
BuildingWork
Suite 486
159 Western Avenue West
Seattle, WA 98121

Either party may from time to time change such address by giving the other party notice of such change in accordance with the provisions of this paragraph.

4. CONSTRUCTION MANAGER

Owner designates the below listed firm as its representative to act on Owner's behalf in connection with the administration of this Agreement and the subject Project. Said firm is referred to in this Agreement and related Agreements as "Construction Manager" and/or "Owner's Representative," and where a Construction Manager is used the term "Owner" shall mean and refer to the Construction Manager unless otherwise indicated. "Construction Manager" as used in this Agreement is not the GC/CM for projects in which the Owner utilizes RCW 39.10. The Construction Manager shall act as Owner's Representative in the administration of this Agreement and Project. Unless and until directed by Owner to the contrary, and except for any directions which authorize Additional Services or which otherwise entitle the Architect to additional Fee, Architect shall be entitled to rely upon the authority of the Construction Manager as Owner's Representative. The Construction Manager for this Agreement, if any, is:

N/A

Owner reserves the right to change the Construction Manager and will provide Architect with notice of any such change.

5. THIS AGREEMENT INCLUDES THE FOLLOWING DOCUMENTS:

- (a) Contract for Architectural Services--AE Form 1, 6 pages, revision date April, 2019,

(b) “AE Form 2,” which shall be one of the following three documents (check one as appropriate):

- ☐ AIA Document B103-2017 (General Conditions of Contract between Owner and Architect for a Design-Bid Build Project), as revised by the Owner, revision date of April 2019;
- ☐ AIA Document B103-2017 (General Conditions of Contract between Owner and Architect for a GC/CM Project), as revised by the Owner, revision date of April 2019; or
- ☒ General Conditions of Contract between Seattle School District No. 1 and Architect/Engineer for Smaller Projects, revision date of February, 2016

(c) Schedules listed below:

Schedule	Topic
A	Scope of Project
B	Project Milestones and Consultant Listing
C	Fees & Reimbursable Expenses
D	Nondiscrimination Statement

(d) If applicable, the Architect’s Proposal, identified as follows: BuildingWorks letter dated July 2, 2020.

6. SUPPLEMENTAL CONDITIONS

The parties make the following modifications and revisions to the AE Form 2 (in addition to the revisions made by the Owner within the AE Form 2):

The base project will be designed to 90% of the MACC with additive alternaties for the remaining 10% of the MACC.

7. KEY PERSONNEL

Architect shall assign the following personnel to the performance of the Services and shall not (for so long as they remain in the Architect’s employ) reassign or remove any of them without the prior written consent of the Owner. In the event any such individual leaves the Architect’s employ or the Owner requests reassignment, the Architect shall replace such individual with another person of equivalent skills and experience satisfactory to the Owner.

Name

Project Role

Matt Aalfs, AIA, LEED AP

Principal

Kate Weiland, AIA, LEED AP

Project Manager

Andy Rovelstad, AIA

Project Architect

8. MAXIMUM ALLOWABLE CONSTRUCTION COST AND OWNER CONTROLLED ALTERNATES

The Maximum Allowable Construction Cost ("MACC") for this Project, including demolition and abatement, shall not exceed two million, seven hundred forty-nine thousand, eight hundred sixty-eight Dollars (\$2,749,868). Owner Controlled Alternates ("OCA"), if known, are identified in Schedule A, and/ or otherwise will be addressed according to the AE Form 2.

9. SITE OBSERVATION

During the course of the Construction Phase, the Architect and its consultants shall perform visits to the project site as provided in the AE Form 2.

10. INVOICES

Architect shall submit its invoices in the form and according to the schedule prescribed in the AE Form 2 to the following address:

<u>Mailing Address:</u>	Tom Gut, PE	<u>Location:</u>	2445 Third Ave.
	Project Manager		Seattle, WA 98134
	Mail Stop 22-332		
	P.O. Box 34165		
	Seattle, WA 98124-1165		
	twgut@seattleschools.org		

11. INSURANCE

Architect shall maintain insurance with insurers and under such forms of policies as may be acceptable to Owner (and with an A.M. Best rating of A- or better) as follows:

Commercial General Liability Including premises operations, products and completed operations, contractual liability, , personal and advertising injury including, but not limited to libel and slander, etc, medical expense coverage, damage to rented premises, and an endorsement naming Owner as additional insured.

Limits of Liability . During the required coverage period, Architect shall notify the Owner of any claim(s) which may impair the level of coverage. In such event, Owner

shall have the right to require Architect to obtain additional coverage, at no additional cost to the Owner, to assure the Per Occurrence amount of available insurance for each liability coverage.

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises Limit	\$ 100,000
Medical Expense Limit	\$5,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$2,000,000

Workers Compensation

Limits of Liability	Statutory
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Employers Liability (Washington Stop-Gap)

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Commercial Automobile Liability including owned, hired, and non-owned auto. Coverage to include Combined Single Limit.

Limits of Liability	\$1,000,000
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Professional Liability including coverage for contractual liability. If contract is claims-made, a three (3) year discovery period shall be included.

Limits of Liability	\$1,000,000 per wrongful act and \$2,000,000 annual aggregate
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During the required coverage period, the Architect shall notify the Owner of any claim(s) which may impair the Architect's level of coverage. In such event, the Owner shall have the right to require the Architect to obtain additional coverage, at no additional cost to the Owner, to assure the Per Occurrence amount of insurance is available for each liability coverage.

12. AGREEMENT

This Agreement supersedes any and all prior agreements and is the entire agreement between Architect and Owner.

13. EFFECTIVE DATE

This Agreement is effective as of the date executed by both parties.

14. SIGNATURES

Architect:

Owner:

Signature

Signature

Matt Aalfs

Typed Name

JoLynn Berge

Typed Name

Principal

Title

CFO/Superintendent's designee

Title

BuildingWorks

Company Name

Seattle School District

Company Name

Date Signed

Date Signed

SCOPE OF PROJECT

Louisa Boren STEM K-8 HVAC Upgrades

BASIC SERVICES SCOPE DESCRIPTION OF MACC

The scope of work includes the design, permitting, bidding assistance, construction administration and closeout of the Louisa Boren Stem K-8 HVAC Upgrades project located at 5950 Delridge Way SW, Seattle, WA 98106. The project includes replacing the original boiler with two condensing boilers, replacing the pneumatics controls with direct digital controls (DDC) and associated electrical systems and architectural finishes. The Project Maximum Anticipated Cost of Construction (MACC) is \$2,749,868.

PROJECT MILESTONES AND CONSULTANT LISTING

Louisa Boren STEM K-8 HVAC Upgrades

TASK	DATE
1. Approve A/E Contract	09/09/2020
2. Conferences with District Staff	09/14/2020
3. Schematic Design & Cost Estimate Submittal	10/12/2020
4. SSD Schematic Design Review	10/19/2020
5. Meet with District Staff	10/20/2020
6. Design Development & Cost Estimate Submittal	11/02/2020
7. SSD Design Development Review	11/09/2020
8. 65% Construction Documents & Cost Estimate Submittal	12/07/2020
9. 65% SSD Review Documents	12/14/2020
10. 100% Construction Documents & Cost Estimate Submittal	02/01/2020
11. 100% SSD Review Documents	02/08/2020
12. Permit Submittal (12-week turnaround)	12/07/2020 to 03/01/2020
13. 100% Submittal of Construction Documents for printing to bid	02/21/2021
14. Sent to Printers	02/22/2021
15. First Advertisement for Call for Bids	02/23/2021
16. Second Advertisement for Call for Bids	03/02/2021
17. Pre-Bid Meeting	03/03/2021
18. Bid Opening Date	03/25/2021
19. Board Packet to Director	03/08/2021
20. To Executive Committee	04/01/2021
21. To School Board	05/05/2021
22. Notice to Proceed	05/12/2021
23. Pre-Construction Meeting	05/17/2021
24. Contractor Site Access	06/21/2021
25. Substantial Completion	08/13/2021
26. Final Completion	09/13/2021

Consultants:

Services Provided

Mechanical Engineering
Electrical Engineering
Specifications
Cost Estimating

Firm Name

GreenBusch
TFWB
Cite Specific
Project Delivery Analysis

BASIC SERVICES FEE

As full compensation for performance of Basic Services, but not including Additional Services, Owner shall pay Architect three hundred thirteen thousand, seven hundred sixty Dollars (\$313,760.00), subject to adjustments as provided elsewhere in this Agreement. Architect shall commence work and complete the various phases of work at the prices and according to the schedule set forth in this agreement.

REIMBURSABLE EXPENSES

Reimbursable expenses for this Project as identified in the General Conditions shall be limited to the not-to-exceed amount of: three thousand Dollars (\$3,000.00). Allowable reimbursable expenses shall be invoiced with an administrative mark-up not exceeding 10%.

CONTRACT PRICE ADJUSTMENT FACTORS

The following Price Adjustment Factors apply to, and will be used for, any and all adjustments of the contract price (other than reimbursable expenses listed in Schedule C) that may be required under the provisions for Additional Services, the contract's Changes provisions, or any other provision. These factors apply to both additions to and reductions in the Basic Services. They apply to Architect and all consultants (except consultants with rates as specifically provided herein) and others that Architect may retain in connection with the performance of Services under this Contract, unless the applicable Architect's consultant normally charges a lower hourly rate than listed below in which case the lower rate will be utilized.

POSITION	RATE/HOUR
Principal	\$210/HR
Senior Project Manager	\$160/HR
Project Manager	\$150/HR
Project Architect	\$130/HR
Staff Designer	\$110/HR
Intern	\$90/HR
Administrator	\$90/HR

SCHEDULE C
Fees & Reimbursable Expenses

1. **COMPOSITE RATES** - The above rates are composite rates that include salaries, hourly pay, all personnel benefits, overhead, taxes, G&A expenses, office supplies, travel, all other expenses (other than reimbursable expenses listed in Schedule C), profit, supervision, and all other costs or charges that Architect, its associates and consultants may incur in the performance of their services under this contract.
2. **ARCHITECT ALLOWANCE** - For work performed by principals or employees of the Architect, the Architect will be compensated at 100% of the rate per hour indicated above for the personnel involved.
3. **CONSULTANT ALLOWANCE** - For work performed by subcontractors or consultants to the Architect, the Architect will be compensated at 110% of the consultant's rate per hour for subcontractor or consultant personnel involved.
4. **ADJUSTMENT OF COMPOSITE RATES** - The Composite Rates are valid for the entire contract term. They will be adjusted only in those circumstances where the Architect or the Owner establishes that unusual or exceptional conditions exist, which could not have been anticipated at the time of contract negotiation, and that those conditions make existing rates unreasonable. If the project exceeds 36 months in duration, and the cost of living increases greater than 8% during this period based on the CPI-U for the Seattle area, the Architect shall be allowed an adjustment of rates for services performed beyond the 36 month duration upon negotiation. The CPI-U will be as referenced on the chart on the www.seattle.gov website.
5. Should the parties not be able to agree on the price and/or duration for additional work prior to the start of the work, the OWNER shall, at the start of the work, unilaterally modify the contract to provide what it believes is a reasonable payment and schedule for that work. The Architect may request resolution of the disagreement pursuant to the contract Disputes procedures. Any failure to agree on price or duration shall not relieve the Architect from performing the specified services in a fully competent, professional and timely manner.

**SEATTLE SCHOOL DISTRICT NO. 1
NONDISCRIMINATION STATEMENT**

Architects who desire to provide the Seattle School District No. 1 with equipment, supplies and/or professional services must comply with the following contract requirements. During the performance of this contract, the Architect agrees as follows:

1. Architect agrees to comply with all local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. Architect will not discriminate against any otherwise qualified employee or applicant for employment because of race, creed, color, national origin, age, sex, marital status, sensory, mental or physical handicap unless, in some rare cases, the contractor may establish a bona fide occupational qualification as defined by law. Architect will ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Architect agrees to post in conspicuous places, available to employees and applicants for employment, any notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.
3. Architect will, in all solicitations or advertisements for employees placed by or on behalf of Architect, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age, sex, marital status, sensory, mental or physical handicap.
4. Architect will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Architect's nondiscrimination commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Any Architect who is in violation of these requirements shall be barred forthwith from receiving awards of any purchase order or contract from Seattle School District No. 1 or shall be subject to other legal action or contract cancellation unless a satisfactory showing is made that discriminatory practices have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 101 and 104 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

AE FORM 2
GENERAL CONDITIONS OF CONTRACT
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1 AND
ARCHITECT/ENGINEER
FOR SMALLER PROJECTS

Date: See AE Form 1 - Contract for Architectural Services
("AE Form 1")

the Owner ("Owner"): Seattle School District No. 1
2445 Third Avenue South
Seattle, Washington 98134

and the Architect/Engineer ("A/E"): See AE Form 1

for the design of the "Project": See AE Form 1

The Owner and A/E agree as set forth below.

In addition to the Services described in these General Conditions of Contract and in the AE Form 1 (collectively, the "Agreement"), the A/E shall provide the Services described in its Fee Proposal (if any), attached as Exhibit A to AE Form 1. To the extent that the requirements of this Agreement conflict with or expand upon the terms of Exhibit A, and unless specifically excluded by Exhibit A, the terms of this Agreement shall apply. Except for the hourly rates, to the extent that the A/E's Proposal attaches the A/E's or its consultants' standard terms and conditions that are not specific to this Project, such standard terms and conditions are not a part of this Agreement and are not binding upon the parties.

TERMS AND CONDITIONS OF AGREEMENT

ARTICLE 1 **A/E'S RESPONSIBILITIES**

1.1 A/E'S SERVICES

1.1.1 The A/E's Services consist of those services performed by the A/E, A/E's employees and A/E's consultants as enumerated in this Agreement. For purposes of this Agreement, the term "Services" shall include those services described in AE Form 1 and the services provided for in this Agreement.

1.1.2 The A/E's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The A/E shall designate a representative authorized to act on behalf of the A/E with respect to the Project.

1.1.4 The Services will result in a Project design consistent with the Project scope documents and shall meet or exceed all applicable building codes and the Owner's design standards. At the time of performance, the A/E shall be properly licensed, equipped, organized and financed to perform the Services. Each person who performs the Services shall be experienced and qualified to perform the services he or she performs, and the Owner shall be entitled to rely upon any assistance, guidance, direction, advice or other services provided by any such person. If requested by the Owner, the A/E shall remove from the Services, without cost to the Owner or delay to the Project, any person whose removal the Owner reasonably requests.

1.1.5 The A/E shall, at no cost to the Owner, promptly and satisfactorily correct any Services found to be defective or not in conformity with the requirements of this Agreement. The obligations of the A/E to correct defective or nonconforming Services shall not in any way limit any other obligations of the A/E and is in addition to any and all other rights and remedies available to the Owner under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating the Owner to make any correction of defective or nonconforming Services.

1.1.6 The A/E shall comply, and shall contractually require that the Services of all the A/E's consultants of any tier comply, with applicable federal, state and local laws, regulations, codes and orders in existence at the times when services are rendered.

1.1.7 The A/E shall be and operate as an independent contractor in the performance of the Services and shall have control over and responsibility for all of its personnel performing the Services. The A/E shall perform the Services in accordance with its own methods in an orderly and professional manner. Without prior written approval of the Owner, in no event shall the A/E be authorized, on behalf of the Owner, to: enter into any agreements or undertakings; waive any provisions of the Contract Documents; receive or accept notice under the Contract for Construction; execute any Certificate for Payment, Change Order or other document; authorize any payments or accept or approve

any documents, work, services, goods or materials that result in a change in the Contract Sum or Contract Time; or act as or be an agent or employee of the Owner.

1.1.8 The A/E shall comply with all applicable provisions of RCW 49.60, the Law Against Discrimination.

1.1.9 The Owner may elect to utilize the web-based project management communications tool, e-Builder, during the course of this project. The Architect and Architect's sub-consultant's, will be required to transmit all documents utilizing e-Builder, or as directed by the Owner. The Owner will provide e-Builder training to the Architect and Architect's sub-consultant's that are assigned to the project, at no cost. No additional payment shall be paid to the Architect for the training, apart from the fee amount agreed to.

ARTICLE 2 **SCOPE OF A/E'S BASIC SERVICES**

2.1 DEFINITION

2.1.1 The A/E's Basic Services consist of those described in the AE Form 1 and Exhibit A and made a part of this Agreement and include architectural, engineering, consulting, and design services necessary to produce a reasonably complete and accurate set of Construction Documents

2.2 DESIGN PHASE

2.2.1 The A/E shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The A/E shall review with the Owner alternative approaches to design and construction of the Project. The A/E shall provide a preliminary evaluation of the Owner's program, schedule and budget requirements.

2.2.2 Based on the mutually agreed upon program, schedule and construction budget requirements, the A/E shall prepare, for approval by the Owner, design documents consisting of drawings and other documents appropriate to the Project. The A/E shall provide Schematic Design documents and Design Development documents, each of which shall be submitted to the Owner for its approval of the proposed concepts before the A/E commences to the next phase of design. Along with each submittal to the Owner, the A/E shall provide a construction cost estimate prepared by an independent estimator, unless the Owner agrees otherwise.

2.2.3 The Schematic Design phase shall, at a minimum, include: Conceptual drawings illustrating enough detail showing proposed design and areas of new construction, renovation, demolition, systems layout and alternative approaches. A narrative shall be included describing the proposed work and identification of major system components, materials, and how the proposed design meets the Owner's requirements. The Schematic Design construction cost estimate shall have enough detail for the Owner to understand and decide which approach or alternative to proceed with.

2.2.4 The Design Development phase shall, at a minimum, include: Developed drawings illustrating the constructability of preliminary concepts, detailed alternative designs, proposed details, and materials and systems proposed to be included in the work. Outline specifications shall be developed and be part of this phase which will be included in the final Project Manual. The Design Development construction cost estimate shall be further refined and meet the Owner's MACC. Overall level of design for this phase shall illustrate a refinement whereby construction documents can begin.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Development Documents, the A/E shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall comply with applicable federal, state and local laws and regulations. The A/E must certify to the best of its knowledge that the Construction Documents are in compliance with the state building code (RCW 19.27) and all pertinent state and local statutes relating to school building construction. The Owner's review of the Construction Documents will not relieve the A/E of its responsibilities under this Agreement. The A/E shall submit to the Owner for review, Construction Documents submittals, including specifications, at 65%, 95% and 100% completion. An updated construction cost estimate, prepared by an independent cost estimator, unless agreed otherwise by Owner, shall be submitted at 65%, 95% and 100% completion. Owner Controlled Alternates will be finalized at 65%.

2.3.2 The A/E shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.3.3 The A/E shall provide the Owner with any adjustments to previous estimates of Construction Cost indicated by changes in requirements, general market conditions or other changes.

2.3.4 The A/E shall be responsible, with the assistance of the Owner, for coordinating and filing documents required for the approval of governmental authorities having jurisdiction over the Project. The A/E shall be responsible for making the changes in the Construction Documents required by the governmental authorities at its expense, unless the authorities' comments are substantially different from previous interpretations. To the extent applicable to this Project, the A/E shall assist the Owner by supplying information, advice and communication in connection with the Owner's responsibility for filing documents required by the Superintendent of Public Instruction. The A/E shall respond to governmental authorities within ten days of receipt of review comments.

2.3.5 All of the A/E's plans shall be submitted on CADD in the Windows version of AutoCad acceptable to the Owner and shall be provided to the Owner on compact disks. Site plans should show the locations, size, and labeling of all utilities. Any Site utility that interfaces with a structure should be shown to stop at the exterior wall line of that structure. The Site shall have a named user coordinate system (UCS) allowing it to be inserted and properly located on the site at 0.0. The Owner may elect to incorporate BIM (Building Information Modeling) in the design and production of the project. The use of BIM shall not be an additional service and will not cause any ramifications in terms of capability or schedule unless such terms are explicitly agreed upon in the A/E Form 1. If BIM is incorporated, the Architect shall

make available to the Contractor BIM design and construction documents for use by the Contractor in construction of the project.

2.3.6 The Owner reserves the option to retain constructability-review and/or value engineering services in order to review the documents prepared by the A/E. If the Owner does so, changes may be proposed to the Drawings and Specifications as a result of this process. The A/E and its consultants, as an Additional Service, shall participate in these processes by briefing the constructability and/or value engineering consultants, answering their questions, and meeting with the Owner and these consultants to determine the advisability of such changes in the A/E's design documents. The A/E shall make such changes as the Owner directs after such consultation. Except for the correction of errors, omissions or conflicts in the Contract Documents prepared by the A/E, the A/E will be paid for such Owner-directed changes as a Change in Service.

2.4 BIDDING PHASE

2.4.1 The A/E, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids and assist in awarding and preparing contracts for construction.

2.4.2 The A/E, in collaboration with the Owner, shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

2.4.3 The A/E shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The A/E shall subsequently document and distribute the bidding results, as directed by the Owner.

2.4.4 The A/E shall undertake a reasonable investigation of the "responsibility" of the apparent lowest bidder regarding:

- .1** Its ability, capacity, and skill to perform the contract;
- .2** Its character, integrity, reputation, judgment, efficiency and experience;
- .3** Whether the bidder can perform the contract within the time specified;
- .4** The quality of performance of previous contracts;
- .5** Its previous and existing compliance with laws relating to the contract; and
- .6** Such other information as may be secured having a bearing on the decision to award the contract.

2.5 CONSTRUCTION PHASE

2.5.1 The A/E's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the execution of the Contract for Construction and, except for services during the Correction Period, terminates upon the later of the completion of the A/E's scope of work as described in AE Form 1 or the Owner's Final Acceptance of the Project.

2.5.2 The A/E shall provide administration of the Contract for Construction as set forth below and in the Construction Contract used by the Owner and drafted with the A/E's participation.

2.5.3 Duties, responsibilities and limitations of authority of the A/E shall not be restricted, modified or extended without written agreement of the Owner and the A/E.

2.5.4 The A/E shall be a representative but not an agent of and shall advise and consult with the Owner during the Construction Phase and from time to time during the one-year Correction Period for Work related to the Contract for Construction. The A/E shall

have authority to act on behalf of the Owner only to the extent provided in this Agreement. Notice by third parties to the A/E shall not be deemed notice to the Owner.

2.5.5 The A/E shall visit the site at least once per week, and at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and A/E in writing (1) to observe the site and Work; (2) to become generally familiar with the progress and quality of the Work completed; and (3) to determine for the Owner's benefit and protection if the Work is proceeding in accordance with intent of the Contract Documents and with the Contractor's Schedule. The A/E shall issue a field report of each site observation. The A/E shall conduct weekly meeting with the Contractor and shall issue minutes. On the basis of on-site observations as an A/E, the A/E shall keep the Owner informed about the progress and quality of the Work, and shall endeavor to guard the Owner against, and promptly notify the Owner in writing of, defects and deficiencies in the Work and against the Contractor's failure to carry out the Work in accordance with the intent of the Contract Documents and the Contractor's Schedule. The A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The A/E shall not, without written approval from the Owner:

- .1 Authorize significant or material deviations from the Contract Documents,
- .2 Approve substitute materials or equipment,
- .3 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors,
- .4 Approve expediting the Work for the Contractor,
- .5 Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work,
- .6 Authorize or suggest that the Owner occupy the Project in whole or in part,
- .7 Prepare or certify to the preparation of the Contractor's Record Drawings,
- .8 Order the Contractor to stop the Work or any portion thereof,
- .9 Communicate directly with Subcontractors unless authorized by the Contractor or Contract Documents, or
- .10 Bind the Owner in any way to a change in the Contract Sum or Contract Time.

2.5.6 The A/E shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The A/E shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The A/E shall be responsible for its negligent acts, errors, or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work except for the A/E and its employees, agents, and consultants.

2.5.7 The A/E shall at all times have access to the Work wherever it is in preparation or progress.

2.5.8 Based on the A/E's observations of the Work and upon evaluations of the Contractor's Progress Schedule and updates and Applications for Payment, the A/E shall review and approve, subject to the Owner's approval and within seven days of the A/E's receipt of an Application, the amounts to be paid to the Contractor.

2.5.9 The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's observations at the site as provided in Section 2.5.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the A/E's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the A/E. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.5.10 The A/E shall consult with the Owner concerning the advisability of rejecting Work that does not conform to the Contract Documents and additional inspection or testing of the Work whenever, in the A/E's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.5.11 The A/E shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The A/E shall not change the Contract Documents through review comments on a submittal or an RFI, but only through a Change Order or Construction Change Directive signed by the Owner. The A/E's action shall be taken as soon as possible and with such reasonable promptness as to cause no delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of construction means, methods, techniques, sequences or procedures. The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the A/E shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.5.12 The A/E shall prepare Change Orders and Construction Change Directives, with supporting documentation and data for the Owner's approval and execution in accordance with the Contract

Documents. The A/E may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. Basic Services shall include all aspects of the preparation and processing of Change Orders and Construction Change Directives resulting from errors, omissions or deficiencies in the Contract Documents prepared by the A/E.

2.5.13 The A/E shall make observations regarding the dates of Substantial Completion and Final Completion. At Substantial Completion, the A/E shall prepare a "punch list" of observed items requiring correction, completion or replacement by the Contractor. The A/E shall receive, review for compliance with the Contract Documents and forward to the Owner written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents. The A/E shall perform services from time to time during the one-year Correction Period, including a review at the Project site at six and eleven month intervals after Substantial Completion, and shall prepare itemized lists of items needing to be corrected by the Contractor.

2.5.14 The A/E shall interpret and initially decide matters concerning the Contractor's performance under the requirements of the Drawings and Specifications and shall assist the Owner in the interpretation of all other Contract Documents and the Contractor's performance thereunder on written request of either the Owner or Contractor. The A/E's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the A/E shall endeavor to secure faithful performance by both the Owner and Contractor and shall not show partiality to either.

2.5.15 Interpretations and decisions of the A/E shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Upon the Owner's request, the A/E shall advise the Owner concerning claims, disputes or other matters in question between the Owner and Contractor.

2.5.16 The A/E shall assist in supplying information, advice and communication with respect to usual and customary requirements of the Superintendent of Public Instruction.

2.5.17 The A/E shall contemporaneously provide the Owner with copies of all written communications between the A/E and the Contractor concerning any matter material to the cost, time, sequence, scope, or requirements of the Project. Except as otherwise provided in this Agreement or when direct communications have been specifically authorized, the Owner shall endeavor to communicate with the Contractor through the A/E about matters arising out of or relating to the Contract Documents. Communications by and with the A/E's consultants shall be through the A/E.

ARTICLE 3 **ADDITIONAL SERVICES**

3.1 Additional Services, and any other services involving payment beyond Basic Compensation shall be provided if authorized in writing by the Owner or if included in Article 13, and they shall be paid for by the Owner as provided in this Agreement only to the extent not caused by the errors, omissions, malfeasance or negligence of the A/E. Additional Services include budget analysis, financial feasibility studies, planning surveys,

environmental studies, coordination of contractors, quantity surveys, inventories of material or equipment, or any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural and engineering practice.

3.2 In the absence of mutual agreement in writing, the A/E shall notify the Owner in writing prior to providing any Services requiring an adjustment in the A/E's compensation and shall specify the proposed adjustment. Failure to provide such timely written notice before providing such Services shall be a waiver of any right to payment for Additional Service. The A/E shall not move forward in rendering such Services without the written permission of the Owner. If requested by the Owner in writing, the A/E shall proceed with such Additional Services even if the parties have not yet agreed to the change in compensation. Without the Owner's written permission to proceed with such Additional Services, the A/E shall have no obligation to provide, and the Owner shall have no obligation to compensate the A/E for, those services.

3.3 If the Owner agrees that more extensive representation at the site than is described in Section 2.5.5 is required, the A/E shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

ARTICLE 4 **OWNER'S RESPONSIBILITIES**

4.1 The Owner shall provide full information regarding requirements for and limitations on the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria.

4.2 To the extent not already established, the Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If required by the Project and requested by the A/E, the Owner shall furnish the services of consultants for traffic, energy reports, material testing, or specialized inspection services when the Owner agrees that such services are reasonably required by the scope of the Project.

4.4 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.5 The Owner shall, at its discretion, furnish legal, accounting and insurance counseling services that may be necessary at any time for the Project to meet the Owner's needs and interests, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner. The Owner is not, however, required to furnish these services for the A/E's benefit.

4.6 The Owner shall give prompt written notice to the A/E if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 Unless identified as the Contractor's responsibility under the Construction Contract, the Owner shall pay for:

- .1** the fees for application for building permits, plan reviews and site mitigation,

- .2 fees to any other agency for environmental matters and development or impact fees, and
- .3 the publication and reproduction costs for the advertisement for bids and bid documents.

ARTICLE 5

CONSTRUCTION COST

5.1 MAXIMUM ALLOWABLE CONSTRUCTION COST

5.1.1 The Maximum Allowable Construction Cost ("MACC") is the sum that the Owner establishes (in writing) as the fixed limit for constructing the Project. It includes the cost of labor, materials, and equipment necessary to complete the construction contract, using current market rates, including a reasonable allowance for overhead and profit, and an estimate of inflation and other possible price increases through the mid-point of construction. It does not include Washington State or local sales tax, professional fees, compensation to the A/E and the A/E's consultants, the Owner's construction contingencies, or the cost of the land, rights-of-way or other construction-related costs that are the responsibility of the Owner.

5.1.2 The MACC for the project is identified in A/E Form 1. The A/E shall promptly notify the Owner in writing if for any reason and at any time the A/E believes that the Construction Cost of the Project will exceed the MACC.

5.1.3 The Owner may change the MACC at any time prior to bid opening and give notice of the change to the A/E, whose compensation will not be changed for services performed prior to the notice. The MACC will not change after the bids are opened.

5.2 CONSTRUCTION COST

5.2.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the A/E. The Construction Cost shall be determined by the A/E's most recent estimate (not to exceed the MACC) through the Construction Document Phase, and by the Contract Sum after the Bidding Phase ends.

5.2.2 The Construction Cost shall include the cost at current market rates of labor, materials and equipment (furnished either through the construction contract, through a separate contract, or directly) and designed, specified, selected or specially provided for by the A/E, plus a reasonable allowance for the overhead and profit of the Contractor or separate contractor. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding.

5.2.3 Construction Cost does not include the compensation of the A/E and the A/E's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.3 RESPONSIBILITY FOR CONSTRUCTION COST

5.3.1 Evaluations of the Owner's Project budget and preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the A/E represent the A/E's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the A/E nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Accordingly, the A/E does not warrant or represent that bids will not reasonably vary from the MACC or from any estimate of Construction Cost or evaluation prepared or agreed to by the A/E. As part of its Basic Services, the A/E shall design the Project to 95% of the MACC, and shall design additive alternates for the remaining 5% of the MACC.

5.3.2 If the Invitation to Bid has not been issued within 90 days after the A/E submits the Construction Documents to the Owner, the MACC and the Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the complete Construction Documents to the Owner and the date on which the solicitation commences.

5.3.3 If the lowest bona fide bid exceeds the A/E's last Construction Cost estimate for corresponding Work by more than five percent, the Owner may, at its sole option:

- .1 accept the bid;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 terminate this Agreement in accordance with Section 8.1; and/or
- .4 cooperate with the A/E in revising the Project scope and/or quality, to the extent consistent with the Project's requirements, to reduce the Project cost, and the A/E shall prepare revised drawings and specifications for re-bidding at no cost to the Owner.

The A/E's compensation shall not be increased under any of these four options even if the MACC or Construction Cost increases.

5.3.4 If the Owner chooses to proceed under Section 5.3.3.4, the A/E shall bear its associated costs, including modification of the Contract Documents and repetition of the required Construction Cost estimate, bidding, and construction schedule activities.

ARTICLE 6

USE OF A/E'S INSTRUMENTS OF SERVICE

6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the A/E and its consultants for this Project are Instruments of Service. The Instruments of Service shall become the joint property of the Owner and A/E and, unless otherwise provided, the A/E shall be deemed the author of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including the copyright, to the extent not modified herein. The A/E grants to the Owner a non-exclusive license to use and reproduce the Instruments of Service for purposes of constructing, using, maintaining and adding to the Project. Reproducible copies, including disks, may be retained by the Owner, whether the Project for which they were made is executed or not, and both are entitled to make and retain copies and reproduce them for their own use. The Owner agrees to indemnify and hold harmless the A/E, its agents and employees, from any claims arising from the Owner's use of the Instruments of Service on projects for which the A/E is not employed.

6.2 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of either parties' reserved rights.

6.3 Upon request by the Owner, the A/E shall provide electronic copies, including CADD, Word, and similar files to the Owner and the Contractor as a part of Basic Services. The Owner agrees to indemnify, defend and hold the A/E harmless from any subsequent modification by the Owner to the A/E's Instruments of Service on projects for which the A/E is not employed.

ARTICLE 7

DISPUTE RESOLUTION

7.1 Any claim, dispute or other matter in question arising out of or related to this Agreement and between the Owner and the A/E, including its consultants ("Disputes"), shall be exclusively subject to the following alternative dispute resolution procedure in an effort to reduce the incidence and costs of extended Disputes and as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the A/E. If such matter relates to or is the subject of a lien arising out of the A/E's services, the A/E may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

7.2 The Owner and A/E shall endeavor to resolve Disputes through negotiation during the Project. If negotiations are not successful, each party shall continue to perform its obligations under this Agreement and the Owner and A/E shall endeavor to resolve such Disputes by mediation. Request for mediation shall be filed in writing with the other party to this Agreement. If the parties are unable to select a mutually acceptable mediator within sixty (60) days of the request for mediation, the request may then be filed with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings. A principal of the A/E and the Superintendent or designee of the Owner, both having full authority to settle the Dispute, must attend the mediation session. To the extent there are other parties in interest, such as the Contractor, Subcontractors, suppliers, and/or consultants, their representatives, with full authority to settle all pending disputes or claims, shall also be encouraged to attend the mediation session.

7.3 Unless the Owner and the A/E mutually agree in writing otherwise, all unresolved Disputes shall be considered at a single mediation session which shall occur after Substantial Completion and prior to Final Acceptance of the Project by the Owner. The A/E may bring no litigation on a Dispute unless the Dispute has been raised as required by this Agreement and considered in the above mediation procedure, except that either party may assert a claim in litigation if such a claim must be asserted under scheduling deadlines of the applicable Rules of Civil Procedure or statutes of limitation.

7.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon or if the dispute involves the Contractor and the Contractor's contract with the Owner requires a different location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.5 The A/E will continue to perform its obligations under this Agreement so as not to delay the Project pending resolution of any dispute. The Owner shall continue to make payment of all amounts due under this Agreement that are not in good faith dispute.

7.6 The A/E and the Owner waive incidental, indirect, punitive, special and consequential damages for Disputes,

including attorneys' fees of third parties (unless claimed on the basis of an indemnification), and including, without limitation, all such damages due to either party's termination. This waiver does not, however, limit a party's ability to recover third party damages arising out of claims against the other party.

7.7 Venue for any litigation between the Owner and the A/E shall be in a court of competent jurisdiction in King County, Washington

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 TERMINATION OF AGREEMENT BY OWNER FOR CAUSE

8.1.1 If, through any cause, either the A/E fails to fulfill in a timely and proper manner its material obligations under this Agreement, or the A/E violates any of the material covenants, agreements or stipulations of this Agreement, or the A/E becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, or if the A/E's designated representative ceases to be personally involved with the Project, the Owner shall have the right (but not the obligation) to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven calendar days after the notice, during which period the A/E shall have the right to cure the default. If the default is not cured by the termination date, the Owner shall have the right (but not the obligation) to take over performance of the architectural and engineering services and prosecute the same to completion, by contract or otherwise, and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or for the benefit of the A/E shall, at the option of the Owner, become the Owner's property. These rights and remedies of the Owner are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

8.1.2 In the event that the Owner terminates for cause, the Owner shall be liable to the A/E only for the A/E's just and equitable compensation for any satisfactorily completed services, but in no event shall this compensation exceed the percentage of total Services satisfactorily completed at the time of termination times the total compensation payable under this Agreement. The Owner may withhold any payments to the A/E for the purpose of setoff until such time as the exact amount of damages due the Owner from the A/E is determined. In no event shall the Owner be liable for any consequential or incidental damages, including, but not limited to, loss of profit on other projects or of reputation incurred by the A/E as a result of such termination. If the Owner purports to terminate all or a part of this Agreement for cause, and it is later determined that insufficient cause existed, such termination shall be deemed to have been a termination for convenience by the Owner pursuant to Section 8.2, and the rights of the parties shall be determined accordingly.

8.2 TERMINATION FOR CONVENIENCE BY OWNER.

8.2.1 The Owner may, at its option and under such terms as it may set, terminate all or a portion of the Services not then performed under this Agreement at any time by so notifying the A/E in writing. In that event, all finished or unfinished documents and other materials as described above shall, at the option of the Owner, become its property, and the Owner shall indemnify and hold harmless the A/E, its agents and employees, from any claims

arising from the Owner's subsequent use of such documents and other materials, except to the extent the A/E is solely or concurrently negligent. If all or a portion of the Services are terminated by the Owner as provided herein, the A/E's compensation for the terminated Services shall be that portion of the Basic Compensation for terminated Services satisfactorily performed prior to termination, reasonable and necessary expenses incurred by the A/E to terminate any consultant contracts, and proper Compensation for Reimbursable Expenses and Additional Services. The Owner shall not be liable for any consequential or incidental damages, including, but not limited to, loss of profits on other projects or of reputation incurred by the A/E as a result of such termination.

8.3 SUSPENSION OF THE AGREEMENT

8.3.1. The Owner may, at its option and under such terms as it may set, suspend all or a portion of the Services not then performed under this Agreement at any time by so notifying the A/E in writing. If the Owner suspends the Project, the A/E shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the A/E shall be compensated for expenses incurred as a result of the interruption and resumption of the A/E's services and only if the Owner suspends the Project for more than sixty (60) consecutive days.

8.4 TERMINATION OF AGREEMENT BY A/E FOR CAUSE

8.4.1 Should the Owner fail to make payment to the A/E in accordance with the terms of this Agreement through no fault of the A/E, the A/E may terminate this Agreement by giving written notice of such termination and specifying the effective date thereof as a date certain at least seven calendar days after the notice, during which period the Owner shall have the right to cure the default. In the event of such termination, the A/E shall be compensated in accordance with Sections 8.2.

ARTICLE 9 **MISCELLANEOUS PROVISIONS**

9.1 This Agreement shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

9.2 The Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Construction Contract used by the Owner. The Owner and A/E each shall require similar waivers from their contractors, consultants and agents.

9.3 The Owner and A/E, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the A/E shall assign this Agreement without the written consent of the other.

9.4 This Agreement represents the entire and integrated agreement between the Owner and A/E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and A/E.

9.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or A/E.

9.6 Unless otherwise provided in this Agreement, the A/E and A/E's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.7 The A/E's services shall be performed in accordance with generally accepted standards of professional practice, with any applicable statutory or regulatory standards, and the terms and conditions of the Agreement. The A/E shall be solely responsible for the safety of its own personnel, equipment, agents, independent contractors, and consultants, and shall be solely responsible for general public health, safety, and welfare related to or arising from its acts or omissions at the site. The A/E understands and agrees that it shall abide by all applicable federal, state, and local laws and requirements, including without limitation those related to worker and site safety laws and regulations.

9.8 The Owner reserves the right to contract with other architects, engineers, and consultants for design services.

9.9 Neither the A/E nor any of its consultants shall utilize any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The A/E shall remove from the Services any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable at no cost to the Owner. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

9.10 The A/E shall enforce strict discipline and good order among the A/E's employees, consultants, and other persons carrying out the Agreement, including observance of drug testing and all smoking, tobacco, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel on the Owner's property. The A/E shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The A/E shall ensure that all persons performing the Services under this Agreement comply with the Owner's tobacco-free use policy and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff.

9.11 Any employees of the A/E and its consultants of any tier performing Services on the Owner's property on the site shall be free from drug and alcohol impairments. If the Owner or Building Site Administrator reasonably believes that a person may be under the influence of any such drugs or alcohol, the Owner may require that testing take place immediately and failure to do so may be grounds for the immediate termination of the offending consultant/A/E.

9.12 Prior to being provided access to the Owner's property, the A/E and its consultants of any tier shall each agree in writing

to strictly abide by the requirements of these Sections 9.9 through 9.11, and agreeing that the failure to do so is grounds for the immediate termination of the offending consultant/A/E. The A/E shall include the requirements of these Sections 9.9 through 9.11 in its consultant agreements of any tier.

ARTICLE 10

INSURANCE AND INDEMNIFICATION

10.1 INSURANCE

10.1.1 The A/E shall, at its sole cost and expense, secure and maintain at a minimum the following insurance, on an occurrence basis, to protect the Owner, its successors and assigns and the respective directors, employees and agents of each of the foregoing (such as naming them as additional insureds), from and against any and all claims, losses, harm, costs, liabilities, damages and expenses arising out of (1) general liability including (a) bodily injury (including death) (b) Employer's Liability (Washington Stop-Gap), and (c) property damage and (2) Auto Bodily Injury for autos owned or hired by the A/E in Washington, each of the above coverages in the amount of no less than the limits identified in A/E Form 1. The A/E shall also maintain state workers' compensation coverage as required by law.

10.1.2 The A/E shall maintain, following execution of this agreement and for six years after Substantial Completion subject to RCW 4.16.310 (or, if earlier, until demolition of the buildings), professional errors and omissions insurance in an amount no less than the limits identified in A/E Form 1 for claims that may result in any way from negligent performance of the A/E's obligations under this Agreement. The A/E shall promptly notify the Owner of any material changes to, interruption of, or termination of this insurance. The A/E shall contractually require its subcontractors and consultants of any tier to maintain professional errors and omissions insurance in an amount of at least 50% of the above amount. If professional errors and omissions insurance is not reasonably available for a class of consultants, the A/E must so notify the Owner.

10.1.3 All such insurance shall be placed with such insurers and under such forms and limits of policies as may be reasonably acceptable to the Owner. Within ten days of execution of this Agreement and annually thereafter, the A/E shall deliver to the Owner certificates of insurance (including renewal or replacement certificates) acceptable to the Owner and signed by the insurer or its authorized representative, certifying that the policies providing insurance of this kind and coverage are in full force and effect. The policies shall not be canceled or materially changed without the A/E providing 30 days' prior notice of such cancellation or change, and the certificates shall indicate that the Owner is an Additional Insured, except on workers' compensation and professional errors and omissions policies. The foregoing requirements as to insurance and acceptability to the Owner of insurers and insurance to be maintained by the A/E shall not in any manner limit or qualify the liabilities or obligations assumed by the A/E under this Agreement.

10.2 INDEMNIFICATION

10.2.1 The A/E hereby releases and agrees to indemnify and hold harmless the Owner, its successors and assigns and the directors, employees and agents of each of the foregoing ("Indemnified Parties"), from and against any and all claims of third parties and losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees incurred on such claims and in proving the right to

indemnification) arising or resulting from such claims of third parties to the extent arising out of or in connection with any willful misfeasance, bad faith or negligence in, or reckless disregard of, (1) the performance of the services or obligations of, or (2) the acts, errors or omissions of, the A/E or any of its subcontractors or consultants of any tier, the respective successors and assigns of the A/E or any such subcontractors or consultants, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the A/E's behalf in connection with this Agreement or its performance; PROVIDED, however, that the A/E shall not be required to so indemnify and hold harmless any of such Indemnified Parties against liability for damages caused by or resulting from the sole negligence of the Indemnified Parties; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of Indemnified Parties and of the A/E or its agents, consultants or employees, then the A/E's indemnity and hold harmless obligations hereunder shall be limited to the extent of the negligence of the A/E or its agents, consultants or employees.

ARTICLE 11

PAYMENTS TO THE A/E

11.1 REIMBURSABLE EXPENSES

11.1.1 Reimbursable Expenses are allowable expenses incurred by the A/E in the interest of the Project for: authorized out-of-town travel; fees paid for securing approval of authorities having jurisdiction over the Project; reproductions, except reproductions for the office use of the A/E and its consultants, postage and delivery of Drawings, and Specifications; and expense of overtime work requiring higher than regular rates if pre-approved in writing by the Owner. Travel expenses are not Reimbursable Expenses, provided, however, that travel approved by the Owner more than 75 miles from the site of the Services is a Reimbursable Expense at the Internal Revenue Service allowed rate. See A/E Form 1 for further information regarding and limits upon Reimbursable Expenses.

11.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

11.2.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, and as further described in A/E Form 1. Applications for payment shall be submitted in a form acceptable to the Owner, and shall include the description and scheduled value and cost code, value of work completed to date and for the present month, percent complete to date, and balance to finish. Requests for payment of Reimbursable Expenses shall be accompanied by receipts or records documenting those expenses. Request for payment of Additional Services based on hourly rates shall be accompanied by copies of personal time sheets or billing summaries describing the daily hours and services performed.

11.2.2 If and to the extent that the time initially established in A/E Form 1 for this Project is exceeded or extended through no fault of the A/E, compensation for any services rendered during the additional period of time shall be adjusted to the extent that the A/E can demonstrate that such delay causes an increase in the A/E's costs of performing its Services.

11.2.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in

Section 11.2.4, based on the lower of (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

11.2.4 The compensation shall be made monthly and shall be in proportion to the Services implemented, but in no event shall the compensation payable during any phase exceed the percentages specified below of the compensation specified in AE Form 1:

Schematic design phase	13%
Design development phase	20%
Construction documents phase	36%
Bidding phase	2%
Construction phase	27%
Post-construction phase (including balance of correction period)	2%

11.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

11.3.1 Payments on account of the A/E's approved Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the A/E's statement of services rendered or expenses incurred.

11.4 PAYMENTS WITHHELD

11.4.1 No deductions shall be made from the A/E's compensation on account of sums withheld from payments to contractors.

11.5 A/E'S ACCOUNT RECORDS

11.5.1 Upon request, the A/E shall provide the Owner with access to its records for inspection, audit, and reproduction and with an accounting of any services of the A/E or of any of its consultants of any tier. The accounting of services shall detail the services performed, the amounts paid to a consultant (supported by copies of all paid invoices) and such other information as the Owner may reasonably request. The Owner shall in no event be obligated to make any payment to any consultant, and the Owner is not obligated to reimburse the A/E for such payments if the amount thereof has been taken into account in determining the basic compensation payable to the A/E under this Agreement. If the Owner makes any such payment which the A/E was obligated to make, the A/E shall reimburse the Owner upon demand for the same, together with all related costs and expenses incurred by the Owner.

11.6 WAIVER OF CLAIMS

11.6.1 If the A/E believes that it is entitled to any additional compensation in addition to the specific amounts stated in A/E Form 1, such as payments for what the A/E considers to be Additional Services, the A/E shall timely notify the Owner in writing of such claims for compensation as provided in Section 3.2 or elsewhere in this Agreement. Failure of the A/E to timely provide such written notification to the Owner shall constitute a waiver of the A/E's rights to seek such additional compensation. To the extent that this Agreement does not otherwise provide a time limit in which the A/E may assert such claims, in no event shall the A/E have the right to seek such additional compensation from the Owner unless such claims are attached to the A/E's invoice which seeks payment for the final amounts of compensation listed in A/E Form 1. Such invoice shall also include any final requests for reimbursable expenses.

End of General Conditions of Contract



BUILDINGWORK

architecture design preservation

July 2, 2020

Tom Gut
Project Manager, Capital Projects
Seattle Public Schools
2445 3rd Avenue S
Seattle, WA 98134

Dear Tom:

We are pleased to provide this proposal for design services for the HVAC system upgrades to the Louisa Boren K-8 School located at 5950 Delridge Way SW in Seattle. We understand that the BEX V commitment for this project is to replace the original boiler with two condensing boilers and to replace the pneumatics controls with DDC. The Maximum Allowable Construction Cost (MACC) for this project is \$2,749,868.

Our design team is as follows:

BuildingWork, *prime consultant, architecture and project management*
Cite Specific, *specifications consultant*
Greenbusch, *mechanical engineer*
TFWB, *electrical engineer*
Project Delivery Analysis, *cost estimator*

The following pages include a fee proposal, and terms and hourly rate schedule.

We look forward to collaborating with you and the other members of the team to deliver an outstanding project. Please let me know if you have any questions about this proposal.

Best regards,

Matt Aalfs, AIA
Principal, BuildingWork

Proposal for Design Services

This fee proposal is based on the Washington State Office of Financial Management A/E Fee Guidelines for Public Works Building Projects.

Project MACC	= \$2,749,868
Schedule B rate	= 9.41%
Remodel Design increase	= 2%

Basic Services Fee calculation:

$$\$2,749,868 \times 11.41\% = \$313,760$$

Phase Breakdown per SPS AE Form 2

Schematic Design (13%)	= \$ 40,789
Design Development (20%)	= \$ 62,752
Construction Documents (36%)	= \$112,954
Bidding Phase (2%)	= \$ 6,275
Construction Administration (27%)	= \$ 84,715
Post-Construction (2%)	= \$ 6,275

Total AE Basic Services Fee \$313,760

Terms and Hourly Rates

Reimbursable project expenses such as document printing, parking, and travel are in addition to the fees listed above and will be invoiced at cost plus administrative mark-up of 12%. Additional services for design team consultants will be invoiced at cost plus administrative mark-up of 12%. Invoices will be sent monthly, to be paid to be paid within thirty (30) days of receipt.

BuildingWork hourly rates for 2020 are as follows:

Principal	\$210
Senior Project Manager	\$160
Project Manager	\$150
Project Architect	\$130
Staff Designer	\$110
Intern	\$ 90
Administrator	\$ 90



SCHOOL BOARD ACTION REPORT

DATE: July 20, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0636, fhpodesta@seattleschools.org

For Introduction: August 26, 2020
For Action: September 9, 2020

1. TITLE

BTA IV/BEX IV: Final Acceptance of Contract K5086 with Cornerstone General Contractors, Inc., for the Ingraham High School Addition project

2. PURPOSE

The purpose of this action is to approve final acceptance of Contract K5086 with Cornerstone General Contractors, Inc., for the Ingraham High School Addition project. Board approval allows the district to submit required documents to the State of Washington Department of Labor & Industries, Department of Revenue and Employment Security Department and close out the project, including authorizing the release of project retainage.

3. RECOMMENDED MOTION

I move that the School Board accept the work performed under Contract K5086 with Cornerstone General Contractors, Inc. for the Ingraham High School Addition project as final.

4. BACKGROUND INFORMATION

a. Background

The Ingraham High School Addition project is located at 1819 North 135th Street, Seattle, WA 98133. The project was funded through the BTA IV capital levy and provides an additional 46,000 square feet of capacity space.

This project constructed a new, two-story classroom addition adjacent to the existing Building 100. The project also included seismic improvements to Buildings 100, 200 and the gymnasium replacing the roof on Building 100 and the auxiliary gymnasium; and replacing portions of domestic water piping in Building 100. Utilities and limited site development were also included. The new North Addition increases capacity by 500 students for a new total school capacity of 1,700 students. The North Addition includes 18 classrooms, two new science classrooms, a maker space, offices, and student common spaces. The new entry is located at the northeast end of the North Addition, providing a new front door for the school campus.

Commissioning is a systematic process of documentation and verification to demonstrate that the building mechanical and electrical systems have been installed and function

properly and efficiently and can be maintained to operate and satisfy the engineer's design intent and the district's operational requirements. The commissioning consultant, Keithly Barber Associates, Inc., has satisfactorily completed the commissioning process. The district's Capital Projects Mechanical/Electrical Coordinator, Mike Kennedy, has been involved during the final commissioning process and recommends acceptance of this project.

Integrus Architecture was the architect of record, Cornerstone General Contractors was the General Contractor/Construction Manager (GC/CM) and Shiels Oblatz Johnsen, Inc. (SOJ) was the district's construction project manager.

The project requested and was granted approval to utilize the GC/CM procurement method to deliver the project. Cornerstone was selected early in the design process to provide pre-construction services. Cost and quality control were both achieved, realizing a net underspend of approximately \$1,000,000 (following standard practice, underspend will be transferred to the BTA IV Program Underspend). The final apprenticeship utilization rate was 22%, exceeding the goal of 15%. The school addition opened on schedule on September 4, 2019.

b. Alternatives

Not accepting the project in a timely manner could put the district in a position subject to litigation. Therefore, this alternative is not recommended.

c. Research

- Building Condition Survey, Meng Analysis, July 2014
- Seattle Public Schools Technical Building Standards
- Seattle Public Schools High School Educational Specifications
- School Design Advisory Team (SDAT)
- Ingraham HS Addition Site Specific Educational Specifications, January 2018

5. FISCAL IMPACT/REVENUE SOURCE

All payments have been made to the contract from BTA IV and BEX IV Capital levy funds. No outstanding invoices remain.

During the course of the project, 12 Change Orders were issued, comprised of 52 Change Order Proposals. Change Orders totaled \$2,604,761 plus WSST. Change order expenditures totaled 10% of the construction contract amount with the most significant expenditures associated with Bid Alternate #2, an owner-elective change which added Area A of Building 100 to the project's seismic improvements scope of work with no additional time requested. The cost of that change was \$1,770,532 including unexpected steel tariff costs. Other change orders included unforeseen conditions encountered during demolition and restoration of the existing Building 100 for seismic upgrades; owner-approved overtime, temporary enclosure and cleanup work to mitigate schedule delays associated with unusually severe snow and ice conditions in winter 2019; and added security costs to secure the jobsite during nights and weekends. Change orders were reasonable for a project of this scope and complexity.

Contractor:	Cornerstone General Contractors
Contract Amount:	\$25,969,950. (not incl. Pre-Con Services)
Change Orders:	\$2,604,761.
WSST:	<u>\$2,886,046</u>
Total Contract including WSST:	\$31,460,757
Project Retention	(Retention Bond)

Amy Fleming: _____ Date: _____
 Director of Accounting

Expenditure: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. **COMMUNITY ENGAGEMENT**

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☒ Not applicable

☐ Tier 1: Inform

☐ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

7. **EQUITY ANALYSIS**

The selection of projects in the BTA IV program was done in 2015 and was intended to address capacity needs and inadequate building systems in school facilities across the city. As such, this motion was not put through the equity analysis as would be done as part of the district's current capital planning.

8. **STUDENT BENEFIT**

This project ensures a safe, secure learning environment for every student.

9. **WHY BOARD ACTION IS NECESSARY**

☐ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

☐ Adopting, amending, or repealing a Board policy

☒ Formally accepting the completion of a public works project and closing out the contract

☐ Legal requirement for the School Board to take action on this matter

☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item

☐ Other: _____

10. POLICY IMPLICATION

For purposes of avoiding disputes over the timing of the filing of liens, the School Board should accept the work on a construction project as finally complete prior to the release of retention.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on August 13, 2020. The Committee reviewed the motion and _____.

12. TIMELINE FOR IMPLEMENTATION

Acceptance of Completed Project by School Board

Release of Retainage Bond

Contractor's One-Year Warranty period ends

September 9, 2020

Approx. December 2020

August 2020

13. ATTACHMENTS

- Architect's Letter of Recommendation, in accordance with [WAC 392-344-155](#)
For Reference (available upon request in the Capital Projects & Planning office)



SCHOOL BOARD ACTION REPORT

DATE: August 12, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer
206-252-0636, fhpodesta@seattleschools.org

For Introduction: August 26, 2020
For Action: September 9, 2020

1. TITLE

BTA IV: Final Acceptance of Contract K5098 with King County Directors' Association (KCDA) and Musco Sports Lighting, LLC for the Athletic Field Lights at Ballard High School project

2. PURPOSE

The purpose of this action is to approve final acceptance of Contract K5098 with King County Directors' Association (KCDA) and Musco Sports Lighting, LLC, for the Athletic Field Lights at Ballard High School project. Board approval allows the district to submit required documents to the State of Washington Department of Labor & Industries, Department of Revenue and Employment Security Department and closeout the project, including authorizing the release of project retainage.

3. RECOMMENDED MOTION

I move that the School Board accept the work performed under Contract K5098 with King County Directors' Association (KCDA) and Musco Sports Lighting, LLC for the Athletic Field Lights at Ballard High School project as final.

4. BACKGROUND INFORMATION

a. Background

The Athletic Field Lights Project at Ballard High School project is located at the Ballard High School football field, 1418 NW 65th St, Seattle, WA 98117. The project was funded under the Building, Technology and Academics/Athletics IV (BTA IV) Program. The project included installing four light poles with LED mounted lights with controls at the field.

The district contracted with the King County Director's Association (KCDA), which is a purchasing cooperative owned by Washington State Public School Districts. KCDA bids and awards supply and service contracts through open competition as prescribed by the laws of the State of Washington. This approach to project delivery allowed for several advantages, including reducing the time needed for procurement as the process began immediately with obtaining quotes from a known vendor, Musco Sports Lighting, LLC, and execution of a contract

The contractor satisfactorily completed the work in August 2018, in accordance with the project schedule. There was one change order in the amount of \$4,342 for additional lighting controls during the term of the project. The final contract expenditure was \$516,418. No apprentices were utilized or reported for this project as it did not meet the minimum contract value required by law. The life to date expenditure on this project is \$601,427 and the total project budget of \$639,287, leaving a current underspend of \$37,860, which will be transferred to the BTA IV program underspend.

b. Alternatives

Not accepting the project in a timely manner could put the district in a position subject to litigation. Therefore, this alternative is not recommended.

c. Research

- Discussions with SPS Athletic Department staff
- Building Condition Survey, Meng Analysis, August 2014
- Seattle Public Schools Technical Building Standards dated December 2012

5. FISCAL IMPACT/REVENUE SOURCE

All payments have been made to the contract from the BTA IV Capital levy funds. No outstanding invoices remain.

During the course of the project, one Change Order were issued, comprised of one Change Order Proposal or Construction Change Directive. Change Orders totaled \$4,342 plus Washington State Sales Tax. Change order expenditures totaled less than 1% of the construction contract amount with expenditures as follows:

Contractor:	KCDA/ Musco Sports Lighting, LLC
Contract Amount:	\$464,703
Change Orders:	\$4,342
WSST	<u>\$47,374</u>
Total Contract including WSST:	\$516,418
Project Retention:	\$23,452

Amy Fleming: Approved Without Edits—8/5/20 (See Email Confirmation for Approval)
Director of Accounting

Expenditure: ☒ One-time ☐ Annual ☐ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☐ Multi-Year ☒ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

- ☒ Not applicable
- ☐ Tier 1: Inform
- ☐ Tier 2: Consult/Involve
- ☐ Tier 3: Collaborate

7. EQUITY ANALYSIS

The selection of projects in the BTA IV program was done in February 2016 and was intended to address capacity needs and inadequate building systems in school facilities across the city. As such, this motion was not put through the equity analysis as would be done as part of the district's current capital planning.

8. STUDENT BENEFIT

The project ensures a safe, secure learning environment for every student. It allows additional time on the athletic fields where students can engage in sports activities, special events and celebrations.

9. WHY BOARD ACTION IS NECESSARY

- ☐ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☐ Adopting, amending, or repealing a Board policy
- ☒ Formally accepting the completion of a public works project and closing out the contract
- ☐ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☐ Other: _____

In accordance [WAC 392-344-160](#) Board approval of final acceptance is required prior to the Release of Project Retainage.

10. POLICY IMPLICATION

For purposes of avoiding disputes over the timing of the filing of liens, the School Board should accept the work on a construction project as finally complete prior to the release of retention.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on August 13, 2020. The Committee reviewed the motion and_____.

12. TIMELINE FOR IMPLEMENTATION

Acceptance of Completed Project by School Board
Release of Retainage
Contractor's One-Year Warranty period ends

September 9, 2020
Approx. February 1, 2021
December 2, 2020

13. ATTACHMENTS

- Architect's Letter of Recommendation (for reference)

December 2, 2019

David Standaart
Seattle Public Schools
2445 3rd Avenue
Seattle, WA 98134

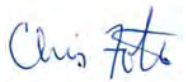
Subject: Ballard HS Athletic Field Lighting
Contract No. K1281
Final Completion

Dear David:

The Contractor has completed all close out items for the project. Final Completion for the project was achieved on December 2, 2019.

Please give me a call with any comments regarding this project.

Sincerely,



Chris Fote, P.E.
Project Manager

4100 194th St SW
Suite 400
Lynnwood, Washington
98036-4613

206-667-0555
800-667-0610
206-667-0554

www.stantec.com

Planned transfer of ownership of district property for September 2020

Seattle Public Schools and the City of Seattle Parks Department have been working on a Property Exchange of the Cleveland Playfield/Bitter Lake Property and West Seattle Elementary/Walt Hundley Playfield Property. A notice will be published, and a public hearing will be held.

Bitter Lake Property Parcel exchange for Cleveland Playfield Parcel

As part of the collaborative relationship of the Seattle School District and the City of Seattle Parks Department, there are regular conversations about what parcels of land could benefit the other. The exchanges of the Cleveland Playfield parcel, 5512 13th Ave S. Seattle, WA 98108 (Parcel #792510-0125), owned by the City of Seattle Parks Department with a portion of the Bitter Lake Property parcel, (Parcel #083200-0175 and portion of #192604-9025) site of Broadview-Thomson K-8 School, 13052 Greenwood Ave N Seattle, WA 98133 owned by Seattle School District was deemed beneficial to both parties.

Currently, a portion of the Cleveland High School playfield is located on City of Seattle Parks property. The exchange would allow for the Seattle School District to own the entire Cleveland Playfield. The Playfield would remain as part of the Joint Use Agreement for use by the City of Seattle Parks Department. At the Bitter Lake/Broadview Thomson site a portion of the SPS parcel adjacent to Bitter Lake and the Bitter Lake Park is currently used by Parks, and due to the sites slopes is unusable for the school. This exchange would increase the land ownership of Bitter Lake for the City of Seattle Parks Department and allow the students of Broadview Thomson to continue program activity on that land. Both parties agree that the exchange is beneficial to both the Seattle Public Schools and the Seattle Parks Department.

West Seattle Elementary parcel exchange for Walt Hundley parcel

The Seattle Public School District and the City of Seattle Parks Department previously agreed to an exchange of property in 1987 when West Seattle Elementary, previously known as High Point Elementary, 6760 34th Ave SW Seattle, WA 98126, was constructed, whereby Parks would deed a portion of their parcel property to the district in return for a portion of the SPS parcel at the adjacent Walt Hundley Playfield, 6920 34th Ave SW Seattle, WA 98126. On June 15, 1987, the Superintendent of the Parks Department signed and executed a Lot Boundary Adjustment that at the time was thought to be deemed a legal property exchange. In the predesign phase of design of the West Seattle Elementary School construction project for the addition, it was discovered that the Lot Boundary Adjustment had not been properly filed with the City Department of Planning and Development. The school was ultimately built on this portion of the parcel that is still owned by the City of Seattle Parks Department.

The BEX V Levy Project for West Seattle Elementary, one of the Strategic Plan priority 13 schools, will construct a new 12 classroom addition for capacity relief. In order to accommodate this addition, the construction will extend to the east onto property that was part of the 1987 Lot Boundary Adjustment but technically still belongs to the City of Seattle Parks Department. At the Walt Hundley Playfield, the district technically still owns a portion of the existing field.

This property exchange is required to allow for construction of a 12-classroom addition at West Seattle Elementary. Both parties agree that the exchange is beneficial to both the Seattle Public Schools and the Seattle Parks Department.

The proposed transfer will be presented to the Parks and Seattle Center Committee of the Seattle City Council, and a vote is anticipated by the City Council in the near future.

Policy 3208 Annual Report to
Seattle Public Schools Superintendent and Board of Directors

To: Board of Directors, Operations Committee
From: Tina Meade, Director of Investigations & Compliance; Natasha Walicki, Title IX Specialist
Cc: Clover Codd, Chief of Human Resources
Date: August 10, 2020
Attachments:

- Interim Report of Seattle Public Schools Task for Prevention of and Response to Sexual Harassment and Sexual Assault – 2019 Title IX Task Force
- Summary of Major Provisions of the Department of Education’s Title IX Final Rule – TIX Education Specialists
- Title IX Regulation Changes_ Considerations on Impact to District – N. Walicki
- Guidance on the New Title IX Rules and Responding to Sexual Harassment in Washington K-12 Schools - OSPI

I. Introduction

Seattle Public Schools (District) is dedicated to fostering an environment free from discrimination, including discrimination on the basis of sex or gender. This encompasses a prohibition against sexual harassment. Consequently, upon notice the District must take prompt, equitable, and remedial action within its authority when the District receives reports, complaints, and grievances, either informally or formally, which allege acts of sexual harassment. Federal and state laws, as well as School Board Policies 3207, 3208, 3210, 5010, and 5207, along with the implementing Superintendent Procedures 3207SP.A, 3208SP, 3210SP.B, 5010SP, and 5207SP provide the basis for the District’s administrative complaint and resolution processes regarding reports of general harassment, sexual harassment, and discrimination for students, parents, and staff, respectively.

Additionally, regarding incidents of sexual harassment specifically, Board Policy 3208 requires the Superintendent to make an annual report to the Board of Directors, and states in pertinent part, “The Superintendent shall make an annual report to the Board reviewing the use and efficacy of this policy and related procedures. Recommendations for changes to this policy, if applicable, shall be included in the report.” With respect to the annual report, Superintendent Procedure 3208SP.B states further:

The Title IX Coordinator shall prepare an annual report to the Superintendent at the conclusion of each school year. The annual report shall include a discussion of all instances of sexual harassment in which students were alleged to have been subjected to sexual harassment:

1. When, where, and how the District disseminated information required by this procedure;
2. Any relevant training and curriculum given to staff or students; and

3. A summary of formal complaints made in the previous year. This summary shall indicate at a minimum, the number of formal complaints, the most common types of harassment experienced, the number of incidents of sexual violence, the most common types of remedies applied, and the number of appeals.

The Assistant Superintendent of Human Resources shall prepare an analogous report to the Superintendent at the conclusion of each school year regarding all instances in which employees were alleged to have been subjected to sexual harassment.

Therefore, in accordance with Board Policy 3208, the Director of Investigations & Compliance, the District's designated Title IX Coordinator, and the District's Title IX Specialist, who supports the District's Title IX Coordinator, are submitting this report to the District's Operations Committee on behalf of the Office of Student Civil Rights and the Human Resources Department, for review and further referral to the Superintendent and Board of Directors.

II. District Dissemination of Information Regarding Prohibitions Against Discrimination on the Basis of Sex and Sexual Harassment

A. Pre-Service Professional Development for the 2019-2020 School Year

As a part of the onboarding for school administrators who are new to the District, staff from the Office of Student Civil Rights developed an online module for training and review by these new administrators. The training covered the following content: the role of the Office of Student Civil Rights (OSCR); Harassment, Intimidation, and Bullying; Sexual Harassment/Title IX; and Investigative Skills training based on a sexual harassment scenario.

Additionally, in Fall 2019 during Leadership Learning Days (LLD) for both principals (on October 1, 2019) and assistant principals (on October 14, 2019), the Director of Investigations provided in-person training for school administrators on the same topics detailed above.

As a part of both training opportunities, school leaders were provided access to an online Sexual Discrimination and Sexual Harassment "Tool Kit," which included relevant policies and procedures, sexual harassment information, investigation protocols including relevant questions, guidance, and resources to develop interim and remedial measures through safety planning for students involved.

The Interim Report from the 2019 Title IX Task Force (attached) details initial training and education recommendations from the task force.¹

¹ During the end of the 2018-2019 school year, per District policy 3208, the Deputy Superintendent formed the 2019 Title IX Task Force. This Task is a multi-disciplinary team comprised of District staff members, SPS parents, an SPS student, and community experts in the field of sexual harassment and assault. One of the items the Task Force is charged with is reviewing the District's current practices and policies regarding responses to incidents of sexual harassment (including sexual assault). The Task Force is charged with making recommendations therein. The attached Title IX Task Force Interim Report details the Task Force's initial recommendations in greater detail.

B. Annual Notification Regarding Reporting Process

Annual notice of the reporting process regarding sexual harassment is provided to students and parents/guardians through the “First Day” packet information. Additionally, information regarding the complaint process can be found on the District’s Title IX [website](#).

The 2019 Title IX Task Force has identified this as an area that needs enhancement even though the current District practices are compliant with state and federal law. See attached “Interim Report of Seattle Public Schools Task for Prevention of and Response to Sexual Harassment and Sexual Assault” (hereinafter “Interim TIX Task Force Report”)

III. Incident Reporting and Investigation Information

As stated above, the Title IX annual report to the Superintendent must include information regarding incidents of sexual harassment, which occurred over the course of the school year and must include specific information about formal complaints filed. Superintendent Procedure 3208SP incorporates by reference the discrimination complaint process detailed in 3210SP.B and 5010SP. Individuals can use the general discrimination complaint form developed by the District in September 2016 (see https://www.seattleschools.org/UserFiles/Servers/Server_543/File/District/Departments/OSCR/Complaint/SPS%20Discrimination%20Complaint%20Form%20ACC%2009122016.pdf) to file a formal complaint of sexual harassment. That said, there is no prescribed document or form that a complainant must use to file a formal complaint of discrimination, including a complaint of sexual harassment.

Reports made by or on behalf of a student or students

The information detailed below is a comparison between the 2016-2017, 2017-2018, 2018-2019, and 2019-2020 academic years for sexual harassment incidents where students were the alleged victim reported to the Office of Student Civil Rights, as follows:

Academic Year	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020^{2*}</u>
Total number of incidents reported	100	196	180	127
Informal complaints	93	194	178	123
Formal complaints	7	2	2	4

In accordance with 3208SP, a summary of the four (4) formal complaints submitted by or on behalf of student(s) pursuant to Policy 3208 during the 2019-2020 academic year is as follows:

- Types of sexual harassment reported through a formal complaint:

² * On March 12, 2020, SPS closed all schools in response to the COVID-19 pandemic. While the initial closure was proposed for a minimum of 14 days, the Governor’s office directed all school districts on March 23, 2020 to cease in person instruction. With additional directives from the Governor, the 2019-2020 remained in a virtual format from March 12, 2020 until the school year ended on June 19, 2020. All 2019-2020 data is marked with an asterisk to denote the COVID-19 closure.

- Unwelcome comments and gestures of a sexual nature directed at a targeted student from another student: 1; at a middle school
 - Unwelcome comment(s) and/or gestures of a sexual nature directed at a targeted student(s) by a staff member: 1; at a middle school
 - Alleged inappropriate touching/sexual assault: 2; at a high school and at an elementary school
- Number of formal complaints reporting sexual violence, where “sexual violence” for purposes of this report is defined as rape, attempted rape, and inappropriate touching of an individual’s sexual body parts: 1; alleged inappropriate touching at an elementary school.
 - There have been no appeals submitted to date regarding the investigative findings for formal complaints of sexual harassment/sexual assault toward a student.

With respect to addressing reports of sexual harassment/ sexual assault, the most common types of remedies applied for both formal and information complaints remain the same as detailed in previous annual reports. Common remedies consist of the following:

- Safety Plans for all students involved
- “No Contact” contracts or review of behavior expectations
- Alterations to student schedules
- Modification to student school day (i.e. early release, late start)
- IEP team meeting
- Individualized corrective action for alleged aggressor, up to and including emergency removal and suspension or school transfer (pursuant to the student code of conduct, which is separate from application of Policy 3208)
- Training for staff

The following data is a specific breakdown of the reported incidents to OSCR of sexual harassment toward students, and the comparison between the 2016-2017, 2017-2018, 2018-2019, and 2019-2020 school years. (All 2019-2020 columns are marked by an asterisk to denote that this school year was impacted by the school closures due to COVID-19 pandemic. See Footnote 2 for more information.)

Overall number of incidents of alleged sexual harassment reported by school type in each academic year

	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020*</u>
Elementary School	41	73	63	39
Middle School	14	47	45	39
K8 School	15	24	15	7
High School	27	49	47	37
Alternative School/Program	3	3	9	5
Pre-Kindergarten	0	0	1	0

³ The National Institute of Justice (NIJ) in the U.S. Department of Justice defines sexual violence as, “a specific constellation of crimes including sexual harassment, sexual assault, and rape.”

Total	100	196	180	127
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Sexual harassment incidents reported by region, school type in each academic year

	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020*</u>
Northwest	15	43	39	26
<i>Elementary</i>	3	16	6	5
<i>Middle</i>	3	7	15	7
<i>K8</i>	3	5	2	2
<i>High</i>	6	15	16	11
<i>Alternative</i>	0	0	0	1
	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020*</u>
Northeast	15	43	30	33
<i>Elementary</i>	3	16	18	15
<i>Middle</i>	3	7	4	7
<i>K8</i>	3	5	1	0
<i>High</i>	6	15	6	9
<i>Pre-K</i>	0	0	1	0
<i>Alternative</i>	0	0	0	2
	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020*</u>
Central	15	43	46	24
<i>Elementary</i>	3	16	16	6
<i>Middle</i>	3	7	12	15
<i>K8</i>	3	5	2	1
<i>High</i>	6	15	11	1
<i>Alternative</i>	0	0	5	1
	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020*</u>
Southwest	15	43	36	32
<i>Elementary</i>	3	16	11	10
<i>Middle</i>	3	7	10	6
<i>K8</i>	3	5	4	3
<i>High</i>	6	15	11	13
	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020*</u>
Southeast	15	43	29	12
<i>Elementary</i>	3	16	12	3
<i>Middle</i>	3	7	4	4
<i>K8</i>	3	5	6	1
<i>High</i>	6	15	3	3
<i>Alternative</i>	0	0	4	1

As indicated in previous annual reports, further breakdown of the incidents by region and school to include student demographic information has not been included in this report in order to

maintain confidentiality and privacy of either an alleged victim, alleged aggressor, or both. That is, since some schools only reported one incident, by providing demographic information of the students involved in the reported incident, it may be possible to determine the specific identity of the parties involved, thereby violating student privacy.

Based on previous recommendations by Board Members from prior Operations Committee, the 2019 Title IX Task Force as a part of its charge has been and will continue to convene a sub-committee of task force members to review the reporting data compiled over the last four academic school years. The data sub-committee will provide information to the task force as a whole in order to inform the task force's recommendations for policy, procedure, and other changes to District practices.

Sexual harassment/sexual assault complaints submitted to Human Resources in which an employee is the alleged targeted person

In accordance with 3208SP, a summary of the five (5) complaints submitted by or on behalf of an employee or employees pursuant to Policy 3208 during the 2019-2020 academic year is as follows:

- Sexual harassment complaints reported to Human Resources:
 - Unwelcome comments and gestures of a sexual nature directed at a staff member by another staff member: 4; two occurring at high school buildings, with one being an anonymous report (two different high schools), other two reports occurring at middle school buildings (two different middle schools)
 - Alleging an unwelcome hug: 1 at a high school building

Number of formal complaints reporting sexual violence toward a staff member, where "sexual violence" for purposes of this report is defined as rape, attempted rape, and inappropriate touching of an individual's sexual body parts: 0.

As of the date of this report, one respondent appealed the outcome of the formal complaint and investigative findings.

IV. Use and Efficacy of Policy and Procedures; Periodic Review

Superintendent Procedure 3208SP states the following with respect to conducting a periodic review of the District's sexual harassment policy and procedure:

In every odd numbered year, the Title IX Coordinator shall convene an *ad hoc* committee composed of representatives of certificated and classified staff, volunteers, students, and parents/guardians to review the use and efficacy of Policy No. 3208 and this procedure. Superintendent Procedure 4110SP shall be followed in the development and operations of the ad hoc committee. Based on the review of the committee, the Title IX Coordinator shall prepare a report to the Superintendent including, if appropriate, any recommended policy of procedure changes.

In March 2019, the District convened the 2019 Title IX Task Force in compliance with the above provision from 3208SP. The work of the task force continues and is anticipated to conclude Spring 2021. In the meantime, the members of the task force have developed an interim report detailing some preliminary recommendation based on the work the task force has completed to date.

V. Revision of the Federal Title IX Regulation

In May 2020, the U.S. Department of Education issued revised Title IX regulations with major changes to the definition of sexual harassment and the process regarding how educational institutions respond to reports of sexual harassment and sexual assault. These changes go into effect on August 14, 2020.⁴ See attached “Summary of Major Provisions of the Department of Education’s Title IX Final Rule.”

The new Title IX regulation will require significant revisions to District policy and procedure. To that end, staff members from OSCR/Human Resources, the General Counsel’s Office, and members of the TIX Task Force have been reviewing the revised regulation with an eye at highlighting the District processes that must change in order to be compliant, at a minimum, with the federal regulation. Staff are also cognizant that compliance should be the floor but not the ceiling of how District staff should respond to instances of sexual harassment and sexual assault.

Additionally, OSCR staff have attended webinars and trainings offered virtually since May 2020 and have been reviewing information issued from a variety of sources (i.e. ED/OCR, OSPI, Council of Great City Schools, WSSDA, TIX Education Specialists, etc.). The purpose is to get informed as much as possible on the revisions needed to District policy, procedure, and protocol.

Based on training recently attended, the Title IX Specialist developed a document (See attached, “Title IX Regulation Changes_Considerations on Impact to District”) which highlights the regulation changes and possible impact to District policy, procedure, and protocol. Additionally, based on an OSPI webinar presented on August 10, 2020, the District also anticipates receiving additional guidance documents from WSSDA (i.e. sexual harassment model policy and procedures revisions) and OSPI’s Equity & Civil Rights Office regarding the interplay between the new Title IX regulation and Washington state law regarding a school district’s obligations under both federal and state law. (See attached OSPI document, “Guidance on the New Title IX Rules and Responding to Sexual Harassment in Washington K-12 Schools”). All of these materials will inform the ongoing discussions by OSCR/Human Resources staff, members from the General Counsel’s Office, and the District’s TIX Task Force on policy/procedure/protocol changes.

Finally, the Director of Investigations & Compliance is partnering with staff from the Communications Department to develop a communication plan regarding the Title IX regulation changes.

⁴ Various state jurisdictions have submitted lawsuits regarding the new Title IX regulation. A few of these lawsuits, including one initiated in Washington, have requested a temporary injunction to postpone the effective date of the regulation. To date, a federal District court within the 9th Circuit has issued a ruling on a temporary injunction of the effective date.

Interim Report of Seattle Public Schools Task Force for Prevention of and Response to Sexual Harassment and Sexual Assault

Submitted August 11, 2020

SPS Title IX Task Force

Task Force for Prevention of and Response to Sexual Harassment and Sexual Assault August 2020 Interim Report

I. Background

Board Policy 3208 commits Seattle Public Schools (District) to a positive and productive education and work environment free from discrimination, including sexual harassment. The corresponding Superintendent Procedure, 3208SP, details the formal and informal procedures that incorporate the requirements of RCW 28A.640, WAC 392-190-056 through 392-190-075, and Title IX of the Education Amendments of 1972. Pursuant to Superintendent Procedure 3208SP, the Deputy Superintendent, as delegated by the Superintendent, convened a Task Force during the 2019 calendar year to review the use and efficacy of Board Policy 3208 and Superintendent Procedure 3208SP as well as additional tasks listed below. A District Title IX Task Force last met during the 2014-2015 school year.

Pursuant to the Task Force's Charter (attached as Exhibit A), the 2019 Title IX Task Force is:

- reviewing the District's current practices and policies;
- reviewing and providing input on the District's educational activities for students regarding the awareness and prevention of sexual misconduct and sexual harassment;
- developing recommendations to provide to the Superintendent and Board for any policy and procedure revisions based on the reviews detailed above.

The Task Force has been meeting approximately once a month since April 2019. Its work has extended beyond the 2019-2020 school year, and it is anticipated that the Task Force will continue to meet until at least Winter 2020 if not through Spring 2021. Upon its completion, a final report detailing recommendations will be submitted to the Superintendent and School Board via Tina Meade, District Title IX Coordinator.

The Task Force consists of a multi-disciplinary team including District staff members, SPS parents, an SPS student, and community experts in the field of sexual harassment and assault.

The initial intent of the 2019 Task Force was to submit final recommendations to the Superintendent and School Board upon completion of the 2019-2020 school year. However, due to the initial COVID-19 school closures and now remote learning and work, the aim is to have final recommendations to the Superintendent and School Board by Winter 2020 or Spring 2021. The Task Force is dedicated to formulating final recommendations that incorporate feedback from District students. Given the school closures and remote learning, the Task Force has been unable to implement next steps on obtaining student voice but intend to do so as soon as is feasible.

Additionally, The United States Department of Education has issued new Title IX Regulations that go into effect August 14, 2020. The Task Force will continue to review policies and procedures of the District in light of the revised regulations moving forward.

While the final report is outstanding, the Task Force has made headway on initial recommendations and would like to submit the following as its interim report.

II. Recommendations

A. Title IX Incident Responses & Investigations

The following are recommendations related to Title IX incident responses and Title IX investigations:

1. Create a flow chart with how SPS handles investigations, complete with timelines that begin at intake and conclude with disposition (including any appeals process).
 - a. Identify on the chart where students are involved and when they can have support people present (i.e. advocate, attorney, parent, etc.).
2. Create a chain of command document that shows the primary and secondary contact for Title IX at each school. If this already exists, make it widely available so families and staff know who carries out the investigation process.
3. Conduct a broad assessment of where schools are, listening to students at SPS about their experiences:
 - a. Invest in a comprehensive review by an independent, third-party, subject matter expert to conduct a comprehensive outside policy review. One organization the Task Force recommends is the Title IX Education Specialists (www.tixedu.com). The chosen third party reviewer should conduct an analysis to determine whether best practices are being followed and make a gaps/strength assessment.
 - b. Benchmark with other similarly sized school districts, i.e. how do they handle Title IX (regarding both response and prevention).
 - c. Listen to students as part of the broad assessment:
 - i. Student surveys (comprehensive with all students, i.e. add questions to existing school climate written surveys);
 - ii. Conduct in-person focus groups with students (the Task Force's Student Voice subcommittee has formulated next steps for leading focus groups with groups of diverse students from 4 District high schools);
 - iii. Anonymous check-ins with students engaged in Title IX complaint process to solicit their feedback about their experience with communication, the process as a whole, and resources they have received.
4. Anyone who is involved with investigations, interviews, fact finding, or adjudication of any kind should receive formal training from content experts, such as Title IX Education Specialists (www.tixedu.com).
 - a. There should be a dedicated budget for this training which includes ongoing training.
 - b. At the minimum, the Title IX OSCR staff from SPS, the school building administrators, school nurses, and special education case managers should be formally trained regarding Title IX.

- c. Give adequate sexual assault response training to all school staff and administrators (everyone who may receive disclosures from students).
 - i. All staff need to have quick, easy access to the Title IX process, procedures and resources.
 - ii. Need advanced training for school nurses, counselors and special education staff.
 - iii. All school staff need training on any updates in district policies, laws, etc.
- 5. Increase transparency and access to resources for families going through the reporting process.
 - a. Written notice of rights and explanation of SPS process (so everyone knows what to expect) on website and in paper format; provide translations in student/family's primary language to ALL students and families at start of school year (on website where it is very easy to find, in the office, at community centers, on buses etc.).
 - b. Proactively provide information to everyone involved as soon as they express interest in filing a complaint.
- 6. Establish a consistent procedure across the district for elementary schools to respond to sexual behavior concerns/problems.
 - a. Guidance and training for school staff on behaviors that are within developmental norms and age appropriate regarding sexual exploration and how to intervene & educate – this needs to be informed by experts in both child and adolescent development and sexual assault field who specialize in this area.
 - b. Procedure should include coordination with Health Education even if it's after an investigation (ideally coordination would occur before an investigation).
- 7. Fully fund student and family support staff in school buildings including¹:
 - a. Restorative practices coordinator.
 - b. School Counselors at a minimum ratio of 1:250 students.
 - c. Social Workers/ Family support workers.
 - d. School nurses.

B. Data Management and Systems

The following are recommendations related to Title IX data management.

- 1. Better records management, including:
 - a. A case management database to keep detailed records of incident response, investigations, and outcomes.
 - b. Synergy between Title IX recordkeeping and PowerSchool system.
 - c. Synergy between Title IX recordkeeping and the below-recommended anonymous reporting tool referenced in (C)(4).

¹ The Task Force recognizes that certain aspects of these recommendations are also subject to negotiations between the District and various labor partners.

The Task Force believes that meeting best practices in data and records management will allow for the successful implementation of the other recommendations listed in this document.

C. Prevention, Education, and Intervention

The following are recommendations related to Title IX prevention, education, and intervention:

1. Incorporate sexual assault prevention education into all grades starting in K or Pre-K: Comply with and surpass the minimum requirements of the new State Senate Bill 5395.
 - a. Elementary School
 - i. Currently FLASH curriculum is only taught in 5th grade. 5th grade teachers get only one training in their career. Need more training opportunities to keep up with current research and best practices. Also need more oversight to ensure this is happening with fidelity and consistency.
 - ii. Incorporate consent education into all grades starting in K or Pre-K: incorporating consent into everyday interactions, social-emotional learning, promoting it in interactions with adults and kids and between kids, how to “accept a no.”
 - iii. Need more District investment in general social emotional education and equity work (gender inequity and other oppressions are linked to sexual assault and sexual harassment).
 - b. Middle School
 - i. Reinstate health education in middle school. Middle school health education was cut about 10 years ago by SPS. This is a critical age for prevention and sexual health education. Need highly trained educators who specialize in health, not science teachers who get assigned to teach this content and then teach minimal content. Health curriculum to include comprehensive sexual health, social emotional learning, bystander intervention and consent education
 - ii. Needs to include “Know Your Rights” content that is SPS specific and is presented in class, online, and also in printed materials throughout the school buildings.
 - c. High School
 - i. Require health classes be taught:
 1. In person; (if it is taught online due to COVID-19, it should be live instruction);
 2. By teachers certified in health, who also receive ongoing training in sexual assault prevention;
 3. And with oversight to ensure sexual health is taught comprehensively and accurately.
 - ii. (Currently FLASH curriculum is taught in health class which is only one semester, usually in 9th grade for most students. Can be taught by health/ PE teacher or CTE (career technology education) teacher. Some students take it online, which is not accessible to many students financially, and the current offering has problematic, inaccurate and incomplete content.

- Teachers self-report if they did FLASH, and their fidelity to the curriculum via an online survey.
- iii. Needs to include “Know Your Rights” content that is SPS specific and is presented in class, online, and also in printed materials throughout the school buildings
 - iv. Need an “upstander” training so students can learn and practice skills in bystander intervention and affirmative consent education.
2. Use other avenues for educating students.
- a. Content should be prevention focused, promoting healthy behaviors and social norms of safety, equity and respect, and should include skills for healthy relationships, consent, and bystander intervention with an anti-oppression, anti-sexism and anti-racism lens.
 - b. In addition to offering education in health classes, offer prevention education for specific student subgroups including athletes (such as Team Up Washington), student leaders, natural helpers/peer mentors, and outdoor education groups.
 - c. Conduct outreach & passive education in various settings including Teen Health Centers, counseling offices, bathroom stalls, academic classrooms, websites, newsletters, and social media.
 - d. Conduct outreach in various methods including posters and other written materials, videos, school announcements, and school papers.
3. Stricter procedure for approving health curricula, especially for online courses.
- a. Include the use of an anti-bias rubric in the curriculum approval process.
4. Respond to students concerns.
- a. Create an anonymous method to report concerns related to bias, discrimination, sexual assault, harassment, intimidation, and bullying. This recommendation comes from high school students at multiple SPS schools. This could be an online tool for reporting, and students and families can be informed that these types of reports may not result in a formal investigation (because they are anonymous). However, they offer a mode of conveying concerns and prompting awareness that would feel more comfortable to many students (compared to a formal complaint).
 - b. A multi-disciplinary team from each school who has decision-making power should review these concerns regularly. This information could be used to: improve school culture, plan prevention education, increase monitoring/staff presence in hot spot areas, etc.
 - c. The new Title IX federal regulations should be the “floor” not the “ceiling.”
 - d. The assumption should be that students are reporting in good faith. See “Start by Believing” campaign.

D. Student Voice

The Task Force strongly believes in the importance of incorporating student feedback into its final recommendations. The Task Force’s Student Voice subcommittee had formulated steps for student listening sessions; however, due to the school stoppage that occurred in March, the sub-

committee was unable to initiate its plan. Further discussion occurred during remote work by Task Force members regarding ways to pursue student voice during “stay home” restrictions (e.g. use of surveys, use of video conferencing). Unfortunately, no effective plan was developed, as the Task Force members agreed that due to the nature of the topic and type of conversation and follow-up that needs to occur should a participant in student voice meeting disclose a sexual assault, the Task Force deemed that the student listening sessions needed to happen in person. To that end, these sessions will occur when some form of in-person learning resumes. That said, the subcommittee will formulate next steps to gain student feedback should the 2020-2021 school year use a remote-only model throughout the entirety of the school year.

III. Conclusion

As stated by the 2014-2015 Task Force before them, the 2019 Task Force members believe that if the District follows these recommendations they will help establish a robust, easily accessible program that 1) educates students and adults on how to prevent and respond to sexual harassment and sexual assault, 2) provides support for survivors of sexual harassment and sexual assault and resources to perpetrators to prevent future incidents, 3) establishes processes for effective implementation of programs, and 4) ultimately changes the culture that leads to sexual harassment and sexual assault.

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Washington Office of Superintendent of
PUBLIC INSTRUCTION
Chris Reykdal, Superintendent

July 31, 2020

(X) Action Required
(X) Informational

BULLETIN NO. 058-20 LEGAL AFFAIRS

TO: Educational Service District Superintendents
School District Superintendents
Charter School Directors
School District Business Managers
School District Civil Rights Compliance Coordinators
School District Title IX Coordinators

FROM: Chris Reykdal, Superintendent of Public Instruction

RE: Guidance on the New Title IX Rules and Responding to Sexual Harassment in Washington K–12 Schools

CONTACT: Sarah Albertson, Managing Attorney of Equity and Civil Rights
360-725-6162, equity@k12.wa.us

PURPOSE

On August 14, 2020, [new U.S. Department of Education rules](#) implementing Title IX of the Education Amendments of 1972 (Title IX) will go into effect. These new rules represent a significant shift in federal standards for how schools respond to sexual harassment. Specifically, compared to former federal guidance on sexual harassment, the new rules include three major changes: the rules include a new definition of sexual harassment, change the standard for schools to respond to sexual harassment to “deliberate indifference,” and require schools to implement a new, prescriptive complaint process. However, Washington law also specifies standards for how schools respond to sexual harassment, so Washington school districts¹ may not rely on the Title IX rules alone to guide their response to sexual harassment. Therefore, Washington school districts will need to continue to comply with state law while implementing the new Title IX rules.

¹ Federal and state nondiscrimination requirements also apply to Washington’s public charter schools and tribal compact schools. Where this bulletin refers to schools and school districts, the information also applies to Washington’s public charter schools and tribal compact schools.

This bulletin clarifies the standards and procedures for responding to sexual harassment in Washington K–12 schools in accordance with both state law and Title IX, and outlines some of the immediate actions that will be necessary in order to implement the new requirements. This bulletin is not intended to provide comprehensive guidance about the new Title IX rules.

OSPI understands implementing these changes by the August 14 effective date established by the U.S. Department of Education will be extremely difficult for districts, especially considering the effects of the COVID-19 pandemic on school re-openings. In addition to this bulletin, the OSPI Equity & Civil Rights Office will develop additional online resources and remote training opportunities. The Equity and Civil Rights Office is also available to provide technical assistance to school districts on implementing these new rules.

BACKGROUND

Title IX prohibits discrimination on the basis of sex—including sexual harassment—in education programs and activities that receive federal financial assistance.² Before the release of the new Title IX rules, the U.S. Department of Education addressed schools' obligations to respond to sexual harassment primarily through a series of guidance documents, most notably the [2001 Revised Sexual Harassment Guidance](#) (2001 Guidance).

Washington law, at chapter [28A.640](#) RCW and [392-190](#) WAC, also prohibits sex discrimination, including sexual harassment, in schools.³ Washington's definition of sexual harassment and standards for responding to sexual harassment are generally aligned with the 2001 Guidance, except that OSPI's rules at chapter [392-190](#) WAC define the formal complaint process that all school districts are required to implement in response to complaints of sexual harassment.

OVERVIEW OF NEW TITLE IX RULES

The new Title IX rules specify how recipients of federal financial assistance, including K–12 public schools, must respond to allegations of sexual harassment consistent with Title IX's prohibition

² 20 U.S.C. 1681 (“No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance . . .”).

³ See also OSPI guidelines, [Prohibiting Discrimination in Washington Public Schools: Guidelines for school districts to implement chapters 28A.640 and 28A.642 RCW and chapter 392-190 WAC](#).

against sex discrimination.⁴ School districts are strongly encouraged to carefully review the new Title IX rules.

While Washington school districts cannot rely on Title IX rules alone to guide their response to sexual harassment, some of the significant changes in the new Title IX rules include the following:

- The Title IX rules establish a definition of sexual harassment that is narrower from previous federal guidance (as well as current Washington law). Specifically, in regards to sexual harassment that creates a hostile environment (as opposed to *quid pro quo* harassment), the new definition limits a school district's responsibility to respond to only harassment that is "determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the [school district's] education program or activity."⁵
- The Title IX rules establish a standard for responding to sexual harassment that is different than previous federal guidance (as well as current Washington law): schools must respond to sexual harassment in a manner that is not "deliberately indifferent." A school is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.⁶
- The Title IX rules require a complaint (or grievance) process for responding to complaints of sexual harassment that is more prescriptive than previous federal guidance (as well as current Washington law). For example, these changes include who can file a complaint; specific due process requirements, including written notices to parties and witnesses; an opportunity for each party to review relevant evidence; and an opportunity for each party to review the investigative report and submit written questions to the other party or witnesses before a final determination is made.⁷

However, because Washington law also specifies how school districts must respond to sexual harassment, school districts may not rely on the Title IX rules alone to guide their response to sexual harassment. As outlined in this bulletin, Washington schools must also ensure they are meeting state requirements to investigate and respond to sexual harassment.

⁴ The scope of these rules is limited to sexual harassment. The rules do not impact a school district's obligations regarding other types of sex or gender-based discrimination, such as sex equity in athletic programs or access to courses and programs.

⁵ See definition of sexual harassment at 34 CFR § 106.30(a).

⁶ 34 CFR § 106.44(a).

⁷ See 34 CFR § 106.45.

RESPONDING TO SEXUAL HARASSMENT IN ACCORDANCE WITH BOTH STATE LAW AND TITLE IX

STANDARDS FOR RESPONDING TO SEXUAL HARASSMENT IN WASHINGTON SCHOOLS

While implementing the new Title IX rules, Washington school districts must continue to meet the following requirements for responding to sexual harassment, as established in state law.

Washington law, at RCW [28A.640.020](#), defines sexual harassment as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature if:

- Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining an education or employment;
- Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education or employment; or
- That conduct or communication has the purpose or effect of substantially interfering with an individual's educational or work performance, or of creating an intimidating, hostile, or offensive educational or work environment.

Harassing conduct creates a "hostile environment" under state law when it is sufficiently severe, persistent, or pervasive that it limits or denies a student's ability to participate in or benefit from a school district's course offerings, including any educational program or activity.⁸

In accordance with WAC [392-190-0555](#), upon notice of possible sexual harassment, a school district must take prompt and appropriate action to investigate and take prompt and effective steps reasonably calculated to end harassment, eliminate the hostile environment, prevent its recurrence, and as appropriate, remedy its effects.

In Washington, a school district is deemed to have notice of sexual harassment if a reasonable employee knew, or in the exercise of reasonable care should have known, about the harassment.⁹ With the new Title IX rules, this notice standard is expanded so that a school district has notice when any employee of an elementary or secondary school is aware of

⁸ WAC 392-190-0555(1)(b).

⁹ WAC 392-190-0555(2)

possible sexual harassment.¹⁰ As such, the new standard for when Washington schools have notice of sexual harassment is when *any* employee knew, or in the exercise of reasonable care should have known, about the harassment.

IMPACT OF TITLE IX RULES ON EXISTING COMPLAINT PROCEDURES UNDER CHAPTER 392-190 WAC

While the new Title IX rules include a specific complaint process that school districts must follow in response to Title IX sexual harassment complaints, state law also outlines requirements for Washington school districts in responding to sexual harassment complaints. For this reason, Washington school districts must ensure they continue to comply with state requirements while implementing the Title IX complaint process.

OSPI's rules, WAC [392-190-065](#) through [392-190-0751](#), outline the complaint process Washington school districts must use in response to formal complaints of discrimination, including sexual harassment. State complaint procedures must still be followed for complaints of sexual harassment that do not meet the Title IX standards of a formal complaint.¹¹

School districts must respond to sexual harassment complaints filed under Title IX in accordance with the complaint process outlined in the new federal rule.¹² To ensure compliance with state law while implementing the Title IX complaint process, school districts *must also meet the following requirements from Chapter [392-190](#) WAC when a sexual harassment complaint is filed under Title IX:*

- When on notice of possible sexual harassment, a school district must take prompt and appropriate action to investigate and take prompt and effective steps reasonably calculated to end harassment, eliminate the hostile environment, prevent its recurrence, and as appropriate, remedy its effects.¹³ This is true whether or not a formal Title IX complaint has been filed.

¹⁰ 34 CFR § 106.30(a).

¹¹ See the definition of a formal complaint at 34 CFR § 106.30(a). A formal complaint must be filed by the victim (the complainant) of the alleged sexual harassment (or their parent or legal guardian) or by the Title IX coordinator. The complaint must request the district investigate allegation(s) of sexual harassment (specifically, conduct that meets the definition of Title IX sexual harassment, as defined in 34 CFR § 106.30(a)) against a named individual (the respondent) who, at the time of the alleged harassment, was under the control of the school district (such as a student, employee, or volunteer). At the time of filing the formal complaint, the complainant must be participating in or attempting to participate in the school district's educational program or activity.

¹² See 34 CFR § 106.45.

¹³ WAC 392-190-0555(1)(c).

- When a complaint is filed, a school district must provide parties a copy of the district's sexual harassment complaint procedures.
- A school district must complete its investigation and provide parties a written decision within 30 days unless agreed upon by the parties or if an exceptional circumstance require an extension.¹⁴ If an extension to this timeline is necessary, the school district must notify the parties in writing of the reasons for the extension and the anticipated response date. For purposes of administrative enforcement, OSPI may consider implementation of the Title IX complaint process as an exceptional circumstance that may require a reasonable timeline extension.
- The district's written decision must include all components outlined in WAC [392-190-065](#)(6).
- Any corrective measures must be instituted as expeditiously as possible but no later than 30 days after the school district's written response, unless otherwise agreed to by the complainant.¹⁵
- A school district must provide an option to appeal the determination in accordance with WAC [392-190-070](#). The right to appeal is not limited to the allowable appeal bases identified in [34 CFR § 106.45\(b\)\(8\)](#). Following an appeal, the school district must also provide an option to file a complaint with OSPI in accordance with WAC [392-190-075](#). All complaint and appeal options available to complainants must also be available to the individual who is alleged to have engaged in the sexual harassment (the respondent).¹⁶
- If a Title IX formal complaint is dismissed in accordance with [34 CFR § 106.45\(b\)\(3\)](#), a school district may be required to continue its investigation in accordance with the state complaint process outlined in WAC 392-190-065.

For purposes of administrative enforcement, OSPI will continue to apply the preponderance of the evidence as the standard of proof in determining whether a school district has complied with Chapter [392-190](#) WAC and OSPI's [Civil Rights Guidelines](#).

IMPACT OF TITLE IX RULES ON STATE STUDENT DISCIPLINE DUE PROCESS RULES, CHAPTER 392-400 WAC

The Title IX rules will also impact how a school district may administer discipline to a student who has allegedly engaged in sexually harassing behavior. Specifically, the Title IX rules prohibit a school or school district from imposing any disciplinary sanctions, or other actions that are not

¹⁴ WAC 392-190-065(5).

¹⁵ WAC 392-190-065(6)(d).

¹⁶ 34 CFR § 106.45(8).

supportive measures, against a student until the district has followed the Title IX complaint process and determined the student was responsible for the sexual harassment.¹⁷ Supportive measures must be nondisciplinary and may include, for example, counseling, modifications of class schedules, mutual restrictions on contact between parties, and increased security and monitoring of certain areas at school.¹⁸

School districts must still comply with Chapter [392-400](#) WAC, Washington's student discipline rules, when administering discipline to a student who has engaged in sexual harassment.

The Title IX rules' limitation on schools imposing disciplinary sanctions against a student does not preclude a school from removing the student from the school district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the student with notice and an opportunity to challenge the decision immediately following the removal.¹⁹ In situations where a school district determines it is necessary to emergency expel a student accused of sexual harassment, the district must comply with Washington's student discipline rules for emergency expulsions, at WAC [392-400-510](#) through WAC [392-400-530](#).

The Title IX rules' student discipline provisions do not modify any rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.²⁰ This includes a school district's obligation to conduct a manifestation determination before a student who is eligible, or deemed eligible, for special education or Section 504 services is removed from school for 10 school days or more.

ACTIONS REQUIRED TO IMPLEMENT NEW TITLE IX RULES

To implement the new Title IX rules in light of the U.S. Department of Education's August 14 effective date, immediate action will be necessary in the following areas:

¹⁷ 34 CFR § 106.44(a).

¹⁸ See definition of supportive measures at 34 CFR § 106.30(a).

¹⁹ 34 CFR § 106.44(c).

²⁰ *Id.*

REVISE SEXUAL HARASSMENT POLICY AND PROCEDURE

Washington school districts must have an adopted sexual harassment policy and procedure that aligns with state law.²¹ School districts must update their sexual harassment policy and procedure to ensure they also align with the new Title IX rules.²²

RE-DESIGNATE TITLE IX COORDINATOR (IF CURRENTLY SUPERINTENDENT)

The new Title IX rules impose limitations as to who may be designated as a school district's Title IX Coordinator. Specifically, the Title IX Coordinator may not be the same person as the decision-maker in a Title IX sexual harassment formal complaint.²³

Because Washington's discrimination complaint process, at WAC [392-190-065](#)(5), designates a school district's superintendent (or their designee) as the decision-maker in a complaint, the new Title IX rules effectively prohibit the superintendent from serving as the Title IX Coordinator.

Moving forward, Washington school districts that currently have the superintendent designated as the Title IX Coordinator will need to designate a different employee as Title IX Coordinator, ensure that individual is trained in their role as Title IX Coordinator, and update their contact information in the district's nondiscrimination notices.

IMPLEMENT TRAINING FOR TITLE IX STAFF

In addition to training requirements in WAC [390-190-020](#), the new Title IX rules require school districts to ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process receive training on the Title IX definition of sexual harassment; the scope of the district's education program or activity; how to conduct an investigation and complaint process, including hearings, appeals, and informal resolution processes, as applicable; and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.²⁴

²¹ RCW 28A.640.020; WAC 392-190-057.

²² 34 CFR § 106.8(c).

²³ 34 CFR § 106.45(b)(7)(i). The Title IX rules also clarify that any individual designated as a Title IX Coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process, may not have a conflict of interest or bias for or against complainants or respondents generally, or an individual complainant or respondent. 34 CFR § 106.45(b)(1)(iii).

²⁴ 34 CFR § 106.45(b)(3)(iii). If using training resources from national organizations or the U.S. Department of Education, school districts should be aware that such trainings likely will not incorporate the Washington-specific requirements addressed in this bulletin.

School districts must also ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant, and any technology to be used at a live hearing.²⁵

Additionally, school districts must ensure any staff who conduct investigations receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.²⁶

The new Title IX rules require school districts to make all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process publicly available on its website or, if the district does not maintain a website, the district must make these materials available upon request for inspection by members of the public.²⁷

RESOURCES

Upcoming Informational Webinar and Training Opportunities: On Monday, August 10 at 11:00 am, the Equity and Civil Rights Office will host an informational webinar regarding the contents of this bulletin and implementing Title IX in Washington public schools. [Register for the webinar.](#)

Later this fall, OSPI also intends to develop additional training to address the new training requirements for Title IX staff (see above).

More OSPI Information: For more information on responding to sexual harassment in Washington schools, visit the Equity and Civil Rights webpage on [Discriminatory and Sexual Harassment](#). OSPI will continue to update this page with additional resources about implementing the new Title IX rules in line with Washington law, rules, and guidance.

Public School Employees: While the information in this bulletin is specific to sexual harassment against students, the Title IX Rules also apply to sexual harassment against employees. OSPI may follow up this bulletin with additional guidance for school districts specific to the new Title IX

²⁵ While the Title IX rules require live hearings for postsecondary institutions, they are not required for K–12 school districts. If a school district chooses to incorporate live hearings into their Title IX complaint process, the above training requirement must be met, along with the requirements outlined in 34 CFR § 106.45(b)(6).

²⁶ 34 CFR § 106.45(b)(3)(iii).

²⁷ 34 CFR § 106.45(b)(10)(i)(D).

rules' impact on employee sexual harassment. In the meantime, school districts should contact their legal counsel for advice on what additional changes may be necessary specific to their situation.

New Title IX Rules Resources: The U.S. Department of Education, Office for Civil Rights (OCR) has provided the below guidance to assist schools in understanding the requirements and standards in the new Title IX rules. As noted throughout this bulletin, complying with these resources alone will not meet state law requirements.

- [Title IX: Fact Sheet: Final Title IX Regulations](#) (PDF)
- [Title IX: U.S. Department of Education Title IX Final Rule Overview](#) (PDF)
- [Title IX: Summary of Major Provisions of the Department of Education's Title IX Final Rule](#) (PDF)
- [Title IX: Summary of Major Provisions of the Department of Education's Title IX Final Rule and Comparison to the NPRM](#) (PDF)
- [OCR Webinar: Title IX Regulations Addressing Sexual Harassment](#)
- [Title IX Regulations Addressing Sexual Harassment \(Unofficial Copy\)](#) (PDF)

INFORMATION AND ASSISTANCE

For questions regarding this bulletin, please contact the Equity and Civil Rights Office at 360-725-6162 or email equity@k12.wa.us. OSPI's TTY line is 360-664-3631.

This bulletin is also available on the [Bulletins](#) page of the OSPI website.

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CR:js

OSPI provides equal access to all programs and services without discrimination based on sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at (360) 725-6162 or P.O. Box 47200 Olympia, WA 98504-7200.

Summary of Major Provisions of the Department of Education’s Title IX Final Rule

Issue	The Title IX Final Rule: Addressing Sexual Harassment in Schools
<p>1. Notice to the School, College, University (“Schools”): Actual Knowledge</p>	<p>The Final Rule requires a K-12 school to respond whenever <i>any</i> employee has notice of sexual harassment, including allegations of sexual harassment. Many State laws also require all K-12 employees to be mandatory reporters of child abuse. For postsecondary institutions, the Final Rule allows the institution to choose whether to have mandatory reporting for all employees, or to designate some employees to be confidential resources for college students to discuss sexual harassment without automatically triggering a report to the Title IX office.</p> <p>For all schools, notice to a Title IX Coordinator, or to an official with authority to institute corrective measures on the recipient’s behalf, charges a school with actual knowledge and triggers the school’s response obligations.</p>
<p>2. Definition of Sexual Harassment for Title IX Purposes</p>	<p>The Final Rule defines sexual harassment broadly to include any of three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect: Any instance of <i>quid pro quo</i> harassment by a school’s employee; any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; any instance of sexual assault (as defined in the Clery Act), dating violence, domestic violence, or stalking as defined in the Violence Against Women Act (VAWA).</p> <ul style="list-style-type: none"> - The Final Rule prohibits sex-based misconduct in a manner consistent with the First Amendment. <i>Quid pro quo</i> harassment and Clery Act/VAWA offenses are <u>not</u> evaluated for severity, pervasiveness, offensiveness, or denial of equal educational access, because such misconduct is sufficiently serious to deprive a person of equal access. - The Final Rule uses the Supreme Court’s <i>Davis</i> definition (severe <i>and</i> pervasive <i>and</i> objectively offensive conduct, effectively denying a person equal educational access) as one of the three categories of sexual harassment, so that where unwelcome sex-based conduct consists of speech or expressive conduct, schools balance Title IX enforcement with respect for free speech and academic freedom. - The Final Rule uses the Supreme Court’s Title IX-specific definition rather than the Supreme Court’s Title VII workplace standard (severe <i>or</i> pervasive conduct creating a hostile work environment). First Amendment concerns differ in educational environments and workplace environments, and the Title IX definition provides First Amendment protections appropriate for educational institutions where students are learning, and employees are teaching. Students, teachers, faculty, and others should enjoy free speech and academic freedom protections, even when speech or expression is offensive.

Summary of Major Provisions of the Department of Education’s Title IX Final Rule

<p><i>3. Sexual Harassment Occurring in a School’s “Education Program or Activity” and “in the United States”</i></p>	<p>The Title IX statute applies to persons in the United States with respect to education programs or activities that receive Federal financial assistance. Under the Final Rule, schools must respond when sexual harassment occurs in the school’s education program or activity, against a person in the United States.</p> <ul style="list-style-type: none"> - The Title IX statute and existing regulations contain broad definitions of a school’s “program or activity” and the Department will continue to look to these definitions for the scope of a school’s education program or activity. Education program or activity includes locations, events, or circumstances over which the school exercised substantial control over both the respondent and the context in which the sexual harassment occurred, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution (such as a fraternity or sorority house). - Title IX applies to all of a school’s education programs or activities, whether such programs or activities occur on-campus or off-campus. A school may address sexual harassment affecting its students or employees that falls outside Title IX’s jurisdiction in any manner the school chooses, including providing supportive measures or pursuing discipline.
<p><i>4. Accessible Reporting to Title IX Coordinator</i></p>	<p>The Final Rule expands a school’s obligations to ensure its educational community knows how to report to the Title IX Coordinator.</p> <ul style="list-style-type: none"> - The employee designated by a recipient to coordinate its efforts to comply with Title IX responsibilities must be referred to as the “Title IX Coordinator.” - Instead of notifying only students and employees of the Title IX Coordinator’s contact information, the school must also notify applicants for admission and employment, parents or legal guardians of elementary and secondary school students, and all unions, of the name or title, office address, e-mail address, and telephone number of the Title IX Coordinator. - Schools must prominently display on their websites the required contact information for the Title IX Coordinator. - Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by e-mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. - Such a report may be made at any time, including during non-business hours, by using the telephone number or e-mail address, or by mail to the office address, listed for the Title IX Coordinator.
<p><i>5. School’s Mandatory Response Obligations: The Deliberate Indifference Standard</i></p>	<p>Schools must respond promptly to Title IX sexual harassment in a manner that is not deliberately indifferent, which means a response that is not clearly unreasonable in light of the known circumstances. Schools have the following mandatory response obligations:</p> <ul style="list-style-type: none"> - Schools must offer supportive measures to the person alleged to be the victim (referred to as the “complainant”).

Summary of Major Provisions of the Department of Education’s Title IX Final Rule

	<ul style="list-style-type: none"> - The Title IX Coordinator must promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. - Schools must follow a grievance process that complies with the Final Rule before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. - Schools must not restrict rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with Title IX. - The Final Rule requires a school to investigate sexual harassment allegations in any formal complaint, which can be filed by a complainant, or signed by a Title IX Coordinator. - The Final Rule affirms that a complainant’s wishes with respect to whether the school investigates should be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances. - If the allegations in a formal complaint do not meet the definition of sexual harassment in the Final Rule, or did not occur in the school’s education program or activity against a person in the United States, the Final Rule clarifies that the school must dismiss such allegations <i>for purposes of Title IX</i> but may still address the allegations in any manner the school deems appropriate under the school’s own code of conduct.
<p>6. School’s Mandatory Response Obligations:</p> <p style="padding-left: 20px;"><i>Defining</i> <i>“Complainant,”</i> <i>“Respondent,”</i> <i>“Formal Complaint,”</i> <i>“Supportive Measures”</i></p>	<p>When responding to sexual harassment (e.g., by offering supportive measures to a complainant and refraining from disciplining a respondent without following a Title IX grievance process, which includes investigating formal complaints of sexual harassment), the Final Rule provides clear definitions of complainant, respondent, formal complaint, and supportive measures so that recipients, students, and employees clearly understand how a school must respond to sexual harassment incidents in a way that supports the alleged victim and treats both parties fairly.</p> <p>The Final Rule defines “complainant” as an individual <i>who is alleged to be the victim</i> of conduct that could constitute sexual harassment.</p> <ul style="list-style-type: none"> - This clarifies that any third party as well as the complainant may report sexual harassment. - While parents and guardians do not become complainants (or respondents), the Final Rule expressly recognizes the legal rights of parents and guardians to act on behalf of parties (including by filing formal complaints) in Title IX matters. <p>The Final Rule defines “respondent” as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.</p>

Summary of Major Provisions of the Department of Education’s Title IX Final Rule

	<p>The Final Rule defines “formal complaint” as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment and states:</p> <ul style="list-style-type: none"> - At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the school with which the formal complaint is filed. - A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under the Final Rule, and by any additional method designated by the school. - The phrase “document filed by a complainant” means a document or electronic submission (such as by e-mail or through an online portal provided for this purpose by the school) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. - Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or a party during a grievance process, and must comply with requirements for Title IX personnel to be free from conflicts and bias. <p>The Final Rule defines “supportive measures” as individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment.</p> <ul style="list-style-type: none"> - The Final Rule evaluates a school’s selection of supportive measures and remedies based on what is not clearly unreasonable in light of the known circumstances, and does not second guess a school’s disciplinary decisions, but requires the school to offer supportive measures, and provide remedies to a complainant whenever a respondent is found responsible.
<p>7. <i>Grievance Process, General Requirements</i></p>	<p>The Final Rule prescribes a consistent, transparent grievance process for resolving formal complaints of sexual harassment. Aside from hearings (see Issue #9 below), the grievance process prescribed by the Final Rule applies to all schools equally including K-12 schools and postsecondary institutions. The Final Rule states that a school’s grievance process must:</p> <ul style="list-style-type: none"> - Treat complainants equitably by providing remedies any time a respondent is found responsible, and treat respondents equitably by not imposing disciplinary sanctions without following the grievance process prescribed in the Final Rule. - Remedies, which are required to be provided to a complainant when a respondent is found responsible, must be designed to maintain the complainant’s equal access to education and may include the same individualized services described in the Final Rule as supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent. - Require objective evaluation of all relevant evidence, inculpatory and exculpatory, and avoid credibility determinations based on a person’s status as a complainant, respondent, or witness.

Summary of Major Provisions of the Department of Education's Title IX Final Rule

- Require Title IX personnel (Title IX Coordinators, investigators, decision-makers, people who facilitate any informal resolution process) to be free from conflicts of interest or bias for or against complainants or respondents.
- Training of Title IX personnel must include training on the definition of sexual harassment in the Final Rule, the scope of the school's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- A school must ensure that decision-makers receive training on any technology to be used at a live hearing.
- A school's decision-makers and investigators must receive training on issues of relevance, including how to apply the rape shield protections provided only for complainants.
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- Recipients must post materials used to train Title IX personnel on their websites, if any, or make materials available for members of the public to inspect.
- Include reasonably prompt time frames for conclusion of the grievance process, including appeals and informal resolutions, with allowance for short-term, good cause delays or extensions of the time frames.
- Describe the range, or list, the possible remedies a school may provide a complainant and disciplinary sanctions a school might impose on a respondent, following determinations of responsibility.
- State whether the school has chosen to use the preponderance of the evidence standard, or the clear and convincing evidence standard, for all formal complaints of sexual harassment (including where employees and faculty are respondents).
- Describe the school's appeal procedures, and the range of supportive measures available to complainants and respondents.
- A school's grievance process must not use, rely on, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- Any provisions, rules, or practices other than those required by the Final Rule that a school adopts as part of its grievance process for handling formal complaints of sexual harassment, must apply equally to both parties.

Summary of Major Provisions of the Department of Education’s Title IX Final Rule

<p><i>8. Investigations</i></p>	<p>The Final Rule states that the school must investigate the allegations in any formal complaint and send written notice to both parties (complainants and respondents) of the allegations upon receipt of a formal complaint. During the grievance process and when investigating:</p> <ul style="list-style-type: none"> - The burden of gathering evidence and burden of proof must remain on schools, not on the parties. - Schools must provide equal opportunity for the parties to present fact and expert witnesses and other inculpatory and exculpatory evidence. - Schools must not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no “gag orders”). - Parties must have the same opportunity to select an advisor of the party’s choice who may be, but need not be, an attorney. - Schools must send written notice of any investigative interviews, meetings, or hearings. - Schools must send the parties, and their advisors, evidence directly related to the allegations, in electronic format or hard copy, with at least 10 days for the parties to inspect, review, and respond to the evidence. - Schools must send the parties, and their advisors, an investigative report that fairly summarizes relevant evidence, in electronic format or hard copy, with at least 10 days for the parties to respond. - Schools must dismiss allegations of conduct that do not meet the Final Rule’s definition of sexual harassment or did not occur in a school’s education program or activity against a person in the U.S. Such dismissal is only for Title IX purposes and does not preclude the school from addressing the conduct in any manner the school deems appropriate. - Schools may, in their discretion, dismiss a formal complaint or allegations therein if the complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein, if the respondent is no longer enrolled or employed by the school, or if specific circumstances prevent the school from gathering sufficient evidence to reach a determination. - Schools must give the parties written notice of a dismissal (mandatory or discretionary) and the reasons for the dismissal. - Schools may, in their discretion, consolidate formal complaints where the allegations arise out of the same facts. - The Final Rule protects the privacy of a party’s medical, psychological, and similar treatment records by stating that schools cannot access or use such records unless the school obtains the party’s voluntary, written consent to do so.
<p><i>9. Hearings:</i></p>	<p>The Final Rule adds provisions to the “live hearing with cross-examination” requirement for postsecondary institutions and clarifies that hearings are optional for K-12 schools (and any other recipient that is not a postsecondary institution).</p>

Summary of Major Provisions of the Department of Education's Title IX Final Rule

<p>(a) <i>Live Hearings & Cross-Examination (for Postsecondary Institutions)</i></p>	<p>(a) For postsecondary institutions, the school's grievance process must provide for a live hearing:</p> <ul style="list-style-type: none"> - At the live hearing, the decision-maker(s) must permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. - Such cross-examination at the live hearing must be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally. - At the request of either party, the recipient must provide for the entire live hearing (including cross-examination) to occur with the parties located in separate rooms with technology enabling the parties to see and hear each other. - Only relevant cross-examination and other questions may be asked of a party or witness. Before a complainant, respondent, or witness answers a cross-examination or other question, the decision-maker must first determine whether the question is relevant and explain to the party's advisor asking cross-examination questions any decision to exclude a question as not relevant. - If a party does not have an advisor present at the live hearing, the school must provide, without fee or charge to that party, an advisor of the school's choice who may be, but is not required to be, an attorney to conduct cross-examination on behalf of that party. - If a party or witness does not submit to cross-examination at the live hearing, the decision-maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions. - Live hearings may be conducted with all parties physically present in the same geographic location or, at the school's discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually. - Schools must create an audio or audiovisual recording, or transcript, of any live hearing.
<p>(b) <i>Hearings are Optional, Written Questions Required (for K-12 Schools)</i></p>	<p>(b) For recipients that are K-12 schools, and other recipients that are not postsecondary institutions, the recipient's grievance process may, <i>but need not</i>, provide for a hearing:</p> <ul style="list-style-type: none"> - With or without a hearing, after the school has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.
<p>(c) <i>Rape Shield Protections for Complainants</i></p>	<p>(c) The Final Rule provides rape shield protections for complainants (as to all recipients whether postsecondary institutions, K-12 schools, or others), deeming irrelevant questions and evidence about a complainant's prior sexual behavior unless offered to prove that someone other than the respondent committed the alleged misconduct or offered to prove consent.</p>

Summary of Major Provisions of the Department of Education's Title IX Final Rule

<p><i>10. Standard of Evidence & Written Determination</i></p>	<p>The Final Rule requires the school's grievance process to state whether the standard of evidence to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard. The Final Rule makes each school's grievance process consistent by requiring each school to apply the same standard of evidence for all formal complaints of sexual harassment whether the respondent is a student or an employee (including faculty member).</p> <ul style="list-style-type: none"> - The decision-maker (who cannot be the same person as the Title IX Coordinator or the investigator) must issue a written determination regarding responsibility with findings of fact, conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent, and whether remedies will be provided to the complainant. - The written determination must be sent simultaneously to the parties along with information about how to file an appeal.
<p><i>11. Appeals</i></p>	<p>The Final Rule states that a school must offer both parties an appeal from a determination regarding responsibility, and from a school's dismissal of a formal complaint or any allegations therein, on the following bases: procedural irregularity that affected the outcome of the matter, newly discovered evidence that could affect the outcome of the matter, and/or Title IX personnel had a conflict of interest or bias, that affected the outcome of the matter.</p> <ul style="list-style-type: none"> - A school may offer an appeal equally to both parties on additional bases.
<p><i>12. Informal Resolution</i></p>	<p>The Final Rule allows a school, in its discretion, to choose to offer and facilitate informal resolution options, such as mediation or restorative justice, so long as both parties give voluntary, informed, written consent to attempt informal resolution. Any person who facilitates an informal resolution must be well trained. The Final Rule adds:</p> <ul style="list-style-type: none"> - A school may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment. Similarly, a school may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. - At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint. - Schools must not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Summary of Major Provisions of the Department of Education's Title IX Final Rule

<i>13. Retaliation Prohibited</i>	<p>The Final Rule expressly prohibits retaliation.</p> <ul style="list-style-type: none">- Charging an individual with code of conduct violations that do not involve sexual harassment, but arise out of the same facts or circumstances as a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX constitutes retaliation.- The school must keep confidential the identity of complainants, respondents, and witnesses, except as may be permitted by FERPA, as required by law, or as necessary to carry out a Title IX proceeding.- Complaints alleging retaliation may be filed according to a school's prompt and equitable grievance procedures.- The exercise of rights protected under the First Amendment does not constitute retaliation.- Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a Title IX grievance proceeding does not constitute retaliation; however, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a bad faith materially false statement.
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Title IX Regulation Changes/Shifts/Considerations

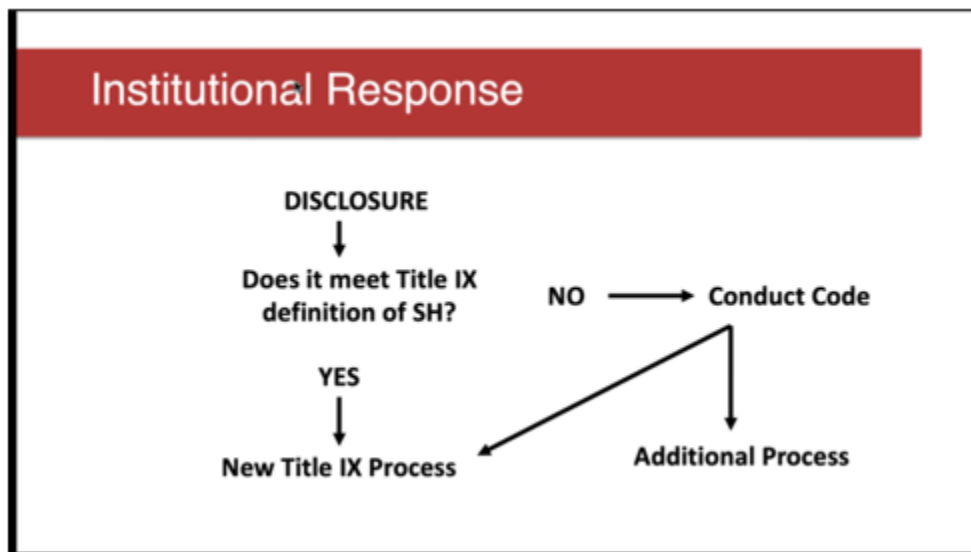
Notice

- For K-12, any employee that has notice
- Notice of harassing behavior -
 - A recipient with actual knowledge of sexual harassment in an education program or activity of the recipient against a person in the United States to respond promptly in a manner that is not deliberately indifferent, meaning not clearly unreasonable in light of the known circumstances
 - Actual notice (from Title IX Education Specialists)
 - Student files complaint
 - Student discloses/reports to responsible employee
 - Responsible employee witnesses violence
 - Social media/other third-party notification
 - Essay/writing

Sexual Harassment under Title IX

1. Any quid pro quo by a school district's employee
2. Unwelcome conduct that a reasonable person would find
 - a. So severe AND
 - b. Pervasive AND
 - c. Objectively offensive AND
 - d. Equal educational access is denied
3. Defined acts under Clery/VAWA (Violence Against Women Act)
 - a. Sexual assault
 - b. Dating violence
 - c. Domestic violence
 - d. Stalking

Any behavior that does not meet these requirements can be addressed by other methods but do not require procedures detailed by new rule for Title IX investigations



School's Education Program or Activity

- Locations, events, or circumstances over which the school exercised substantial control over **both the respondent and the context** in which the sexual harassment occurred
- School "may" address SH occurring outside of above jurisdiction in "any manner the school chooses" "including providing supportive measures or pursuing discipline"

Public Facing Information

- District needs to "prominently display" contact information for Title IX Coordinator –
 - Name or title
 - Office address
 - Email address
 - Telephone number
- Must notify students, parents, unions, employees of Title IX Coordinator & contact information

Deliberate Indifference

- Schools must:
 - respond to Title IX sexual harassment in manner not "deliberately indifferent," which means a response that is not clearly unreasonable in light of the known circumstances
 - offer supportive measures to alleged victim ("complainant")
 - Title IX Coordinator must "promptly" contact complainant confidentially to discuss –
 - Supportive measures (availability of them, follow complainant's wishes)
 - Explain complaint process for filing formal complaint
 - Follow grievance process BEFORE disciplinary sanctions/other actions that aren't supportive measures
 - Investigate SH allegations in any formal complaint
 - Respect complainant's wishes regarding formal complaint/investigation UNLESS Title IX Coordinator determines signing a formal complaint & initiating investigation isn't "clearly unreasonable" in "light of known circumstances"
 - Dismiss allegations under Title IX when don't meet-
 - Definition of SH; OR
 - Jurisdiction (program/activity/US)
 - BUT – District can address allegations "in any manner the school deems appropriate" under own code of conduct – Washington state law regarding sexual harassment/discrimination still applicable

Definitions

- Supportive Measures – individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment

Review Scope (ED/OCR)

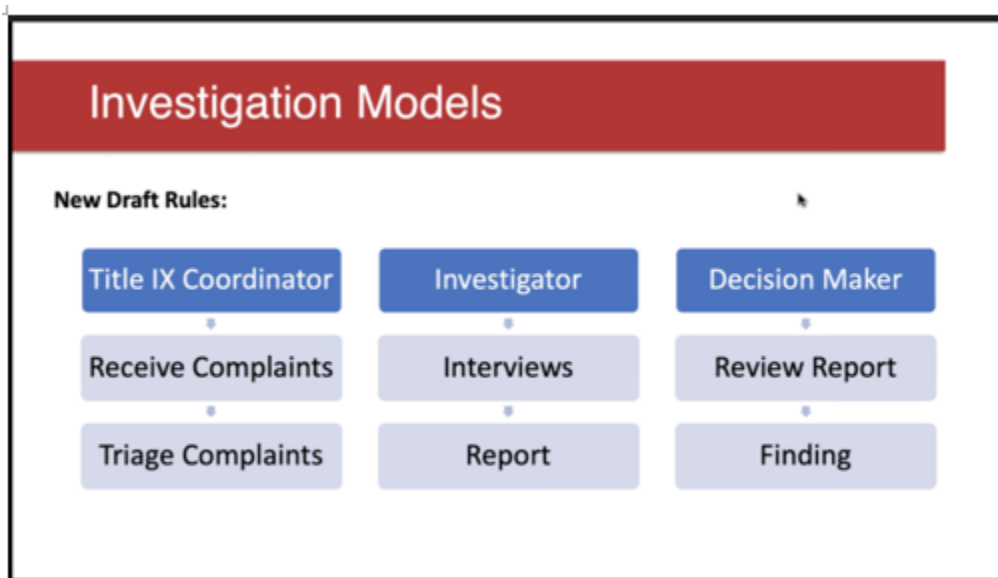
- ED/OCR will evaluate school's supportive measures by "what is not clearly unreasonable in light of known circumstances"
- Will NOT determine whether disciplinary decisions were appropriate
- Will require school offer supportive measures to complainant & remedies where respondent found responsible

Formal Complaint Requirements

- In writing via in person, mail, email
 - Explicitly states filing formal complaint
 - Includes signature of complainant (or Title IX Coordinator) – signature not required under WA state law
- Complainant participating in or attempting to participate in education program/activity when filed

Personnel Required – each role must be handled by different persons

- Title IX Coordinator – coordinates supports, explains process, identifies patterns, assess impacts on school climate
- Investigator – factual findings only, submits report
- Decision Maker – determines whether responsible under TIX, adds section at end of report



Grievance Process

- Must –
 - Treat complainants equitably & provide remedies when respondent found responsible
 - Treat respondents equitably & not impose disciplinary action w/o following grievance process
 - Require objective evaluation of all relevant evidence
 - Include presumption respondent not responsible for alleged conduct until determination made at conclusion of process
 - "Reasonably prompt" timeframe
 - Describe range, list, of possible remedies for complainant & disciplinary sanctions imposed for respondent
 - State standard of evidence used (preponderance v. clear & convincing)
 - Describe appeals procedures
 - Apply any additional provisions, rules, practices other than what's prescribed by Final Rule equally to both parties

Grievance Procedure

- ✓ Notice of non-discrimination
- ✓ Definitions
- ✓ Impartial investigations
- ✓ Notice of investigation
- ✓ Interim measures (mitigation of harm)
- ✓ Prevention of reoccurrence
- ✓ Reasonably prompt timeline
- ✓ Retaliation
- ✓ Evidence standard
- ✓ Appeals

Training Requirements

- Title IX personnel must meet training requirements, including -
 - Definition of SH
 - Scope of education program/activity
 - How to conduct investigation & grievance process including:
 - Hearings, appeals, informal resolution process
 - How to serve impartially
- Decision-makers must be trained on:
 - Technology used in hearing
 - Relevance, rape shield protections
- Materials used to train MUST be posted on website or available for inspection

Investigations Requirements

- Written notice to BOTH parties of allegations upon formal complaint
- Burden of proof on District to determine whether alleged aggressor is responsible for the conduct
- Both parties must have opportunity to present fact, expert witness, inculpatory & exculpatory evidence
- No “gag order”
- Same opportunity for advisor of choice
- Written notice of investigative interviews, meetings, hearings
- 10 day timeline for review, response
 - Parties, & advisors, receive evidence to inspect, review, respond to
 - Parties, & advisors, receive investigative report & can respond before hearing
- School must dismiss allegations of conduct that don’t meet SH definition or jurisdiction for Title IX purposes; can address conduct in another manner
- Written notice to both parties of dismissal & reason for dismissal

Hearings (K-12)

- Process may but does not need to provide for hearing

- With or w/o hearing, after sending investigative report to parties, before issuing decision the decision-maker MUST:
 - allow each party opportunity to submit written, relevant questions that a party wants asked of party/witness;
 - provide each party with answers
 - allow for additional, limited follow-up questions from each party

Rape Shield Protections

- complainants protected from irrelevant questions/evidence about prior sexual behavior unless:
 - offered to prove someone other than respondent committed alleged misconduct
 - offered to prove consent

Written Determination

- Decision-maker (not Title IX Coordinator, investigator) issues written determination including:
 - Responsibility w/findings of fact
 - Conclusions about whether alleged conduct occurred
 - Rationale for result as to each allegation
 - Any disciplinary sanctions imposed on respondent
 - Whether remedies be provided to complainant
- Sent simultaneously to both parties w/information on how to appeal

Appeal

- Must offer both parties an appeal from a determination regarding responsibility as well as dismissal of a formal complaint Bases for appeal:
- Bases for appeal:
 - Procedural irregularity that affected outcome
 - Newly discovered evidence that could affect outcome
 - Title IX personnel had conflict of interest/bis that affected outcome
 - School can offer additional bases for appeal

Informal Resolution

- At school's discretion
- Includes: mediation or restorative justice
- Requires
 - Both parties give voluntary, informed, written consent to attempt informal resolution
 - Person who facilitates informal resolution be "well trained"
- Cannot require participation in informal process
- Prior to agreeing to resolution, either party can withdraw from informal resolution process
- CANNOT apply to:
 - Allegations that employee sexually harassed a student

Best Practices from Title IX Education Specialists Training

- Don't make credibility determinations
- Conduct conflict checks for Title IX personnel
 - Think about what's a rubric for a conflict -
 - Have you supervised party, investigated them before, related to or had personal relationship w/

- Write down what would constitute conflicts of interest
- Title IX Coordinator is not someone who acts as investigator
- We need to be providing the same information to respondents – we should be giving tailored resource sheet to complainant and tailored resource sheet to respondent
 - Should have FAQ/1 pager for complainants
 - Same for respondents
 - 1 page FAQ for witnesses
 - 1 page FAQ for how to support a friend going through Title IX process

Operations Committee Meeting
August 13, 2020

Special Attention Item:

BTA V Process, Timeline, and Principles

Prepared by Becky Asencio, K-12 Planning Manager

August 7, 2020

1. BTA V Planning Process and Timeline

Process – see attachment for high level description of process

Current planning – developing a draft levy list

Capital Planning started with the projects that were identified in the BEX V Levy planning process but that did not get onto the final BEX V Levy list. Planning is also reviewing and comparing data from the 2018 McKinstry building condition assessment data to identify any additional systems that are in poor condition. Information obtained from the on-going Sazan facility condition assessment will be similarly utilized as data becomes available over the next few months. As the potential levy list is developed project scopes will be reviewed with Facilities, Enrollment Planning, Teaching & Learning, Early Learning, and other stakeholders as needed.

Draft Planning Timeline Milestones -

April – May 2020	RFPs for Consultant support (Seismic analysis, Facility Condition Assessment, Master Planning, Cost Estimating)
August 2020	Begin EIS Process (Approximately 12-month process)
October 2020	Certified Building Condition Assessment due
	Board Guiding Principles (Draft in August/September)
	Develop/update long range capacity analysis for BTA V planning
	Board set BTA V work session schedule for 2020-21?
November 2020	CEAFMP Advisory Committee - Levy overview and planning update
December 2020	Draft Communication Plan for BTA V Levy (high-level; community meetings, Board work sessions, etc.)
February 2021	Complete Initial Draft BTA V Levy List (including capacity projects)
	OPS Committee & BEX/BTA Oversight update
March – September 2021	Community Information Meetings, communication posts, etc.
August 2021	Refine and Finalize Draft Levy List

Operations Committee Meeting
August 13, 2020

October 2021 (NLT November)	Board approve Levy ballot language and levy list
December 2021	Ballot Measure filed with King County Elections
February 2022	Levy Vote

2. BTA V Board Guiding Principles

Board Policy 6901 directs the Board to adopt guiding principles specific to the levy to direct staff in presenting proposals for levy projects. Establishing Board guiding principles early in the levy planning process will ensure Capital Planning addresses those priorities in the development of the proposed levy list.

The BEX V Guiding Principles are provided as an example:

Building Excellence V (BEX V) Guiding Principles

Adopted by the School Board May 9, 2018

With the overarching framework of [Ensuring Educational and Racial Equity \(Board Policy No. 0030\)](#) where “This means differentiating resource allocation, within budgetary limitations, to meet the needs of students who need more supports and opportunities to succeed academically...” the Board adopts the following guiding principles for the Building Excellence (BEX) V Capital Levy:

- Building Safety and Security
Healthy, accessible and safe facilities to specifically include critical seismic upgrades, safe drinking water, security systems, emergency response equipment, sufficient core spaces (i.e. lunchrooms, libraries, and bathrooms), and safe playgrounds.
- Right-Size Capacity
Plan for buildings to have sufficient classrooms and core facilities in permanent structure (i.e. typically less than 10 percent of school in temporary/portable classrooms) to match student enrollment demand and appropriate lot coverage.
- Building Conditions and Educational Alignment
Prioritize renovating the poorest condition and most crowded schools to ensure healthy, inclusive and inspiring educational environments which appropriately support education programming.
- Environmental and Financial Sustainability

Operations Committee Meeting
August 13, 2020

Buildings to be constructed or renovated with a focus on conservation of resources both for ongoing operational costs as well as preservation of district investments.

- Updating Technology
Balance investments between central office Infrastructure, student and employee data security and privacy, and updating classroom hardware and software with a focus on tools that assist student learning and enhance educator instruction.

