



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: August 4, 2011

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

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

Learning Support Unit/Department: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Award – Supplies/Equipment

Estimated Time:	N/A
Submitted by:	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
Approved by:	Patricia A. Hagemeyer, Chief Business Officer

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
A12-00016 California Department of Education	7/1/11 – 9/30/13: Mental Health Services Grant for pupils with mental health-related services required by their individualized education programs.	\$548,486 No Match

Assembly Bill 114 repealed the state mandate on county mental health agencies and eliminated all references to mental health services. As a result of this new legislation, school districts will be responsible for ensuring that students who receive special education services, and are in need of mental health related services, receive these services under the requirements of the Individual with Disabilities Education Act (IDEA) 2004. These funds are allocated to the district so that current mental health services may continue and a new model developed to ensure a seamless system of mental health services for students receiving special education in accordance with IDEA requirements.

HEALTH SERVICES

A12-00017 County of Sacramento	7/1/11 – 6/30/12: Resolution No. 2671 authorizing the district to enter into a contract with the County of Sacramento to provide flu immunization clinics at Bret Harte, Cesar Chavez, Clayton B. Wire, Earl Warren, Edward Kemble, Elder Creek, Fr. Keith B. Kenny, Freeport, Fruit Ridge, Jedediah Smith, John Sloat, Mark Hopkins, Nicholas, Oak Ridge, Pacific, Parkway, and Peter Burnett Elementary Schools.	\$0
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>HUMAN RESOURCES</u>		
CN110198 California Department of Education	7/1/11 – 6/30/12: Visiting Educator Agreement provides the services of William Ellerbee to the Special Services and Support Branch of the California Department of Education, in the capacity of Deputy Superintendent. At the completion of this contract, the Sacramento City Unified School District will have an employee who will possess a practical knowledge of state government practices and policies, and who has gained program administrative experience. The employee will be responsible for the development of statewide educational policy related to curriculum and instruction. <i>Year Eight (8) of initial two year agreement.</i>	\$191,151.53 Reimbursement Agreement

Strategic Plan: Aligns with Pillar III by training, retaining and supporting a capable and diverse workforce to

provide vision, leadership, technical assistance and direction for development and implementation of a statewide education strategy for the California Department of Education.

HUMAN RESOURCES

CN110199
California Department
of Education

7/1/11 – 6/30/12: Visiting Educator Agreement provides the services of Deborah Sigman to the Curriculum, Learning and Accountability Branch of the California Department of Education in the capacity of Deputy Superintendent. At the completion of this contract, the Sacramento City Unified School District will have an employee who will possess a practical knowledge of state government practices and policies, and who has gained program administrative experience. The employee will be responsible for the development of statewide educational policy related to curriculum and instruction. *Year Seven (7) of initial two year agreement.*

\$187,971.56
Reimbursement
Agreement

Strategic Plan: Aligns with Pillar III by training, retaining and supporting a capable and diverse workforce to provide vision, leadership, technical assistance and direction for development and implementation of a statewide education strategy for the California Department of Education.

FACILITIES MAINTENANCE

PC12-800-0822
Sacramento Municipal
Utility District (SMUD)

7/1/11 – 6/30/12: Smart Grid Investment Grant – Subawardee Contract. SMUD received four year (4/23/10 – 4/22/15) American Recovery and Reinvestment Act (ARRA) grant funds from the Department of Energy and is partnering with the Sacramento City Unified School District (SCUSD) in the Energy Management Control System Expansion Project by funding 50% of the work (\$1.35 million) with these grant funds.

\$1,350,000
Reimbursement
Agreement

SCUSD intends to expand the existing Johnson Metasys Control System. Currently, 34 individual schools within the school district are controlled and monitored. Through this project, the system will be expanded to include 23 additional elementary schools.

This Agreement sets forth the terms and conditions under which the Subawardee (SCUSD) will perform its portion of the Grant work; and also outlines the terms and conditions SMUD is subject to as set forth in their agreement with the Department of Energy.

Note: The Energy Management Control System Expansion Project bid opens July 28, 2011. A bid award will be recommended at the August 18th Board Meeting.

Strategic Plan: Aligns with Pillar III by increasing energy efficiency in order to reduce costs and enhance the teaching and learning environments.

ACCOUNTABILITY OFFICE

SA12-00088
Cambridge Education

7/1/11 – 6/30/12: Finalize the development of a coherent system of school baseline assessments and School Quality Reviews (SQR) to give the district and individual schools a clear understanding of their strengths and areas for improvement as it relates to teaching and learning.

\$299,800
Title I Funds

Thirty schools will be reviewed during the 2011-12 school year, completing the first cycle of reviews for all K-12 schools in the district. In addition, 40 administrators and teachers will be trained in the initial process, and 70 administrators who have had initial training will receive additional training in writing reviews and leading the review process. The intent is that in the 2012-13 school year, the district will have the internal capacity to conduct and write School Quality Review Reports without external assistance. The School Quality Review process is aligned with the School Development and Improvement Plan process used by all sites to write goals and guide implementation efforts in a continuous improvement cycle.

School quality and community reviews will have four stages: 1) Pre-review work, including the self-assessment; 2) School review visit; 3) On-site feedback; and 4) Written report.

Strategic Plan: Aligns with both Pillar I, College and Career Ready, in that the focus of the outcome of the SQR process is improvement in teaching and learning and ultimately student achievement. Students, parents, staff and community members participate in focus groups that contribute to the overall report and goals that result from the process, so the SQR also aligns with Pillar II, Family and Community Engagement. Lastly, the SQR process is an integral part of the continuous improvement cycle that drives the Organizational Transformation described in Pillar III of the Strategic Plan.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Hollywood Park Elementary Will C. Wood	None	Recycle
Audio/Visual Equipment	Hollywood Park Elementary Will C. Wood	None	Recycle

RECOMMENDED BID AWARD – SUPPLIES/SERVICES

Bid No. 110602 Security Services
Recommendation: Award to Comprehensive Security Services
Amount/Funding: General Funds

This is for district-wide security services as needed for some athletic events, parking lot patrols or activities when security is needed but not at the officer level. Security Services personnel are not sworn officers and do not carry weapons of any kind.

This bid is for three (3) years with two (2) one year options for extension at the district’s discretion. Recommendation is based on the lowest responsible bidder meeting specification. The amount represents an hourly rate.

BIDDER	BIDDER LOCATION	Price Per Hour	
Comprehensive Security Services	Sacramento, CA	\$14.70	Award
A1 Protection Services	Sacramento, CA	\$15.69	
Professional Security Consultants	Los Angeles, CA	\$15.93	
All Phase Security, Inc.	West Sacramento, CA	\$16.00	
Lyons Security	Orange, CA	\$16.53	
Security Code 3	San Jose, CA	\$17.00	
National Security Industries	San Jose, CA	\$18.00	
Nu-Way Security & Investigative Services	Victorville, CA	\$19.48	
Securitas Security	Sacramento, CA	\$20.99	

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER CN110198
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
 California Department of Education
- CONTRACTOR'S NAME
 Sacramento City Unified School District
2. The term of this Agreement is: July 1, 2011 through June 30, 2012
3. The maximum amount of this Agreement is: \$ 191,151.53
 One Hundred Ninety-One Thousand One Hundred Fifty-One Dollars and Fifty-Three Cents.
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Sacramento City Unified School District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 5735 47 th Avenue Sacramento, CA 95824		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Education		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Sharon Taylor, Director, Fiscal and Administrative Services Division		
ADDRESS 1430 N Street, Room 2213, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor will provide the services of William Ellerbee to the Special Services and Support Branch. This is an Interjurisdictional Exchange (IJE) Assignment (GC 19050.8) to provide professional assistance (SPB Rule 427) to meet compelling management needs.

II. PROJECT MONITORS:

The CDE assigns **Richard Zeiger, 916-319-0794** as state project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

Kimberly Teague

The contractor assigns ~~JoAnn Gulli~~, **916-643-2464** as contractor project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

MEMORANDUM OF UNDERSTANDING
AGREEMENT MADE AND ENTERED JULY 1, 2011
BETWEEN THE STATE OF CALIFORNIA AND THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FOR EMPLOYEE ASSIGNMENT FOR TRAINING PURPOSES

Under the provisions of Government Code Section 19050.8 and State Personnel Board Rule 427, the State of California and the Sacramento City Unified School District enter into an agreement for the assignment of:

Name of Employee: William Ellerbee

Local Education Agency: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

to the California Department of Education (hereinafter referred to as CDE), School and District Operations Branch, under the following terms, conditions and policies:

I. JUSTIFICATION FOR ASSIGNMENT

- (1) At the completion of this contract, the Sacramento City Unified School District will have an employee who will possess a practical knowledge of state government practices and policies and who has gained program administrative experience. The employee will be responsible for the development of statewide educational policy related to curriculum and instruction. This assignment will expand the employee's experience and knowledge of program administration at the state level and its impact on local education agencies, which are required to implement successful education programs to meet the needs of children as established by law.

The organizational structure of CDE requires a Deputy Superintendent for the Special Services and Support Branch. William Ellerbee brings to that function expertise in a wide range of program areas. His skills and knowledge of program and policy administration and the operations of local school districts will enable the State Superintendent of Public Instruction to more effectively serve the children of California.

II. POSITION DATA AND SUPERVISION

The employee will be assigned to the position of Deputy Superintendent of Public Instruction for Special Services and Support located at 1430 N Street, Suite 5602, Sacramento, California. The employee will receive direct supervision from the State Superintendent of Public Instruction. The employee will be responsible for:

- (1) Providing vision, leadership, technical assistance and direction for the development and implementation of a statewide educational strategy for the CDE with particular focus on special services and support including special education, learning support and partnerships, nutrition services, school facilities planning, and oversight of CDE-operated State Special Schools and Diagnostic Centers;
- (2) representing and speaking for the State Superintendent of Public Instruction as directed, including to the State Board of Education, the State Legislature, the Congress, and other boards and commissions;
- (3) serving as a member of the State Superintendent of Public Instruction's Executive Cabinet, providing leadership in the development and approval of statewide educational and departmental policies and practices;
- (4) promoting support for the State Superintendent of Public Instruction's and the State Board of Education's educational reform agenda with particular emphasis on the instructional services programs, handling public speaking engagements as necessary throughout the State;
- (5) formulating strategies and policies necessary for the development and implementation of large-scale projects;
- (6) having responsibility for programmatic accountability of the total California Department of Education, which includes ensuring compliance with the intent of federal and state mandates for programs and waivers; and
- (7) working cooperatively with state legislators, U.S. Department of Education representatives, Department of Finance and Legislative Analyst's Office staff, Congressional representatives, school district and county office of education superintendents, etc.

III. COSTS AND EXPENSE

The CDE will reimburse the Sacramento City Unified School District for the employee's salary and benefits via a standard agreement contract. In addition to salary, reimbursement will be paid for employer's contributions toward employee benefits including health, dental, vision, life insurance, fringe and contributions to the State Teachers Retirement System, unemployment and workers' compensation programs.

The CDE will reimburse William Ellerbee directly for all travel expenses incurred, through the CDE's California Automated Travel Expense Reimbursement System, while conducting official business for the State of California during this assignment. For travel purposes, the employee's headquarters will be designated as 1430 N Street, Sacramento, California.

IV. RIGHTS AND BENEFITS

The assignment of William Ellerbee to the CDE during this contract period shall not affect his status and rights as an employee of the Sacramento City Unified School District, and he will be entitled to all current and future benefits, salary and allowances for sick leave, vacation, retirement, workers' compensation, and other benefits offered to employees of the Sacramento City Unified School District. William Ellerbee will remain an employee of the Sacramento City Unified School District and will not gain any state civil service status or be eligible for benefits offered only to employees of the state as a result of this assignment. Experience obtained during this assignment will be considered administrative for open examination purposes.

V. APPLICATION OF RULES, REGULATIONS AND POLICIES

During the period of this assignment, the employee will be assigned responsibilities equivalent to the level of Deputy Superintendent for Special Services and Support. The rules and policies of both the CDE and of the State of California governing standards of conduct shall apply to the employee.

Amendments to extend the services of a Visiting Educator assignment will be contingent upon the completion of a written annual evaluation of the employee's performance in this assignment.

As required under the provision of Budget Act language, individuals providing services under a Visiting Educator Program/Interjurisdictional Exchange contract are required to provide full financial disclosure to the Fair Political Practices Commission in accordance with the rules and regulations of the Commission.

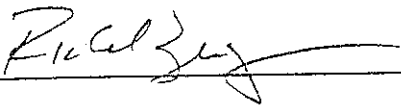
IX. TERM OF CONTRACT

This contract will commence on July 1, 2011 and will terminate on June 30, 2012. This contract may be terminated before the expiration date by either party with a thirty day written advance notice.

APPROVED:

FOR THE STATE OF CALIFORNIA

FOR SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT

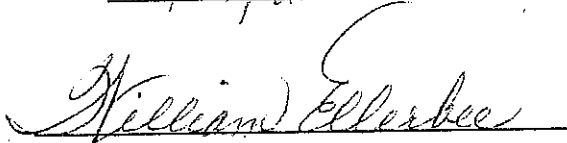


Richard Zeiger,
Chief Deputy Superintendent of Public Instruction

Jonathan Raymond, Superintendent
Sacramento City Unified School District

Date: 6/29/11

Date: _____



Dr. William Ellerbee

Date: 7/1/11

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education
Executive Office
1430 N Street, Suite 5602
Sacramento, CA 95814
Attention: Richard Zeiger

II. BUDGET CONTINGENCY CLAUSE:

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

III. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

IV. TRAVEL CLAUSE:

The contractor will not be reimbursed for travel costs under this contract. Travel reimbursement will be paid directly to the individual assigned by contractor upon submittal of an approved Travel Expense Claim, submitted via the CalATERS system that the CDE utilizes.

V. ESCALATOR CLAUSE:

This agreement may be amended to cover any increases in salary or benefits for the fiscal year, which are approved and implemented by the contractor's governing board within the Budget Act cap, if any.

Exhibit B
Sacramento City Unified School District
Visiting Educator William Ellerbee

	July 1, 2011 - June 30, 2012	Budget
Monthly Rate		\$13,122.92
Months		12
		\$157,475.04
Mileage Allowance (400x12mo)		4,800.00
Total Salary		\$162,275.04
Benefits:		
STRS	8.250%	13,387.69
Unemployment	1.61%	2,612.63
Workers Compensation	1.88%	3,050.77
Health and Welfare		309.00
Retiree Surcharge		5,645.00
Total Benefits		\$25,005.09
Salary and Benefits		\$187,280.13
3 Furlough Days		-2,253.00
Total Salary and Benefits		\$185,027.13
Indirect Costs	3.31%	6,124.40
Grand Total		\$191,151.53

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

ADDITIONAL PROVISIONS

I. RIGHT TO TERMINATE: rev. 5/07

This agreement may be terminated before the expiration date by either party subject to thirty (30) days written advance notice.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

AGREEMENT NUMBER CN110199
REGISTRATION NUMBER



- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME California Department of Education
CONTRACTOR'S NAME Sacramento City Unified School District
- The term of this Agreement is: July 1, 2011 through June 30, 2012
- The maximum amount of this Agreement is: \$ 187,971.56
 One Hundred Eighty-Seven Thousand Nine Hundred Seventy-One Dollars and Fifty-Six Cents.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	5 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Sacramento City Unified School District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 5735 47 th Avenue Sacramento, CA 95824		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Education		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Sharon Taylor, Director, Fiscal and Administrative Services Division		
ADDRESS 1430 N Street, Room 2213, Sacramento, CA 95814		

ENCUMBRANCE SHEET

CO-510 (Rev. 9/10)

CONTRACT NO. CN110199	A.M. NO.
VENDOR NO. 6743-00	

CONTRACTOR'S NAME Sacramento City Unified School District

AMOUNT ENCUMBERED \$187,971.56	PROGRAM/CATEGORY (CODE AND TITLE) ACCOUNTABILITY BRANCH MGMT GF			FUND TITLE GENERAL
ADJ TO INCREASE ENCUMBRANCE	FY 11/12	INDEX 0500	OBJECT CODE 40406	PCA 02172
ADJ TO DECREASE ENCUMBRANCE	STATUTE 2011	CHAPTER BA	ITEM 6100-001-0001	Proj. NO. Fed Cat. NO.

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO. FC NO.

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA
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AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO. FC NO.

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
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ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO. FC NO.

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
ADJ TO INCREASE ENCUMBRANCE	FY	INDEX	OBJECT CODE	PCA
ADJ TO DECREASE ENCUMBRANCE	STATUTE	CHAPTER	ITEM	PC NO. FC NO.

Payments made from support appropriation may originate in the General Fund Clearing Account (6100-001-0001, Program 99), and per the approved plan of financial adjustment will be transferred to the encumbered funding. I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER	DATE
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EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor will provide the services of Deborah Sigman to the Curriculum, Learning, and Accountability Branch. This is an Interjurisdictional Exchange (IJE) Assignment (GC 19050.8) to provide professional assistance (SPB Rule 427) to meet compelling management needs.

II. PROJECT MONITORS:

The CDE assigns **Richard Zeiger, 916-319-0794** as state project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns ^{Kimberly Teague} ~~JoAnn Sulli~~, **916-643-2464** as contractor project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

MEMORANDUM OF UNDERSTANDING
AGREEMENT MADE AND ENTERED JULY 1, 2011
BETWEEN THE STATE OF CALIFORNIA AND THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FOR EMPLOYEE ASSIGNMENT FOR TRAINING PURPOSES

Under the provisions of Government Code Section 19050.8 and State Personnel Board Rule 427, the State of California and the Sacramento City Unified School District enter into an agreement for the assignment of:

Name of Employee: Deborah Sigman
Local Education Agency: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

to the California Department of Education (hereinafter referred to as CDE), Curriculum, Learning, and Accountability Branch, under the following terms, conditions and policies:

I. JUSTIFICATION FOR ASSIGNMENT

At the completion of this contract, the Sacramento City Unified School District will have an employee who will possess a practical knowledge of state government practices and policies and who has gained program administrative experience. The employee will be responsible for the development of statewide educational policy related to curriculum and instruction. This assignment will expand the employee's experience and knowledge of program administration at the state level and its impact on local education agencies, which are required to implement successful education programs to meet the needs of children as established by law.

The organizational structure of CDE requires a Deputy Superintendent for the Curriculum, Learning, and Accountability Branch. Deborah Sigman brings to that function expertise in a wide range of program areas. Her skills and knowledge of program and policy administration and the operations of local school districts will enable the State Superintendent of Public Instruction to more effectively serve the children of California.

II. POSITION DATA AND SUPERVISION

The employee will be assigned to the position of Deputy Superintendent of Public Instruction for Curriculum, Learning, and Accountability located at 1430 N Street, Suite 5602, Sacramento, California. The employee will receive direct supervision from the Chief Deputy Superintendent of Public Instruction and the State Superintendent of Public Instruction. The employee will be responsible for:

- (1) Providing vision, leadership, technical assistance and direction for the development and implementation of a statewide educational strategy for the California Department of Education with particular focus on curriculum, assessment, and instructional services;
- (2) representing and speaking for the State Superintendent of Public Instruction as directed, including to the State Board of Education, the State Legislature, the Congress, and other boards and commissions;
- (3) serving as a member of the State Superintendent of Public Instruction's Executive Cabinet, providing leadership in the development and approval of statewide educational and departmental policies and practices;
- (4) promoting support for the State Superintendent of Public Instruction's and the State Board of Education's educational reform agenda with particular emphasis on the instructional services programs, handling public speaking engagements as necessary throughout the State;
- (5) formulating strategies and policies necessary for the development and implementation of large-scale projects;
- (6) having responsibility for programmatic accountability of the total California Department of Education, which includes ensuring compliance with the intent of federal and state mandates for programs and waivers; and
- (7) working cooperatively with state legislators, U.S. Department of Education representatives, Department of Finance and Legislative Analyst's Office staff, Congressional representatives, school district and county office of education superintendents, etc.

III. COSTS AND EXPENSE

The CDE will reimburse the Sacramento City Unified School District for the employee's salary and benefits via a standard agreement contract. In addition to salary, reimbursement will be paid for employer's contributions toward employee benefits including health and welfare, Medicare, Social Security and contributions to the Public Employees Retirement System, unemployment and workers' compensation programs.

The CDE will reimburse Deborah Sigman directly for all travel expenses incurred, through the CDE's California Automated Travel Expense Reimbursement System, while conducting official business for the State of California during this assignment. For travel purposes, the employee's headquarters will be designated as 1430 N Street, Sacramento, California.

IV. RIGHTS AND BENEFITS

The assignment of Deborah Sigman to the CDE during this contract period shall not affect her status and rights as an employee of the Sacramento City Unified School District, and she will be entitled to all current and future benefits, salary and allowances for sick leave, vacation, retirement, workers' compensation, and other benefits offered to employees of the Sacramento City Unified School District. Deborah Sigman will remain an employee of the Sacramento City Unified School District and will not gain any state civil service status or be eligible for benefits offered only to employees of the state as a result of this assignment. Experience obtained during this assignment will be considered administrative for open examination purposes.

V. APPLICATION OF RULES, REGULATIONS AND POLICIES

During the period of this assignment, the employee will be assigned responsibilities equivalent to the level of Deputy Superintendent for Curriculum, Learning, and Accountability Branch. The rules and policies of both the CDE and of the State of California governing standards of conduct shall apply to the employee.

Amendments to extend the services of a Visiting Educator assignment will be contingent upon the completion of a written annual evaluation of the employee's performance in this assignment.

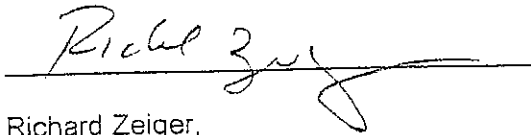
As required under the provision of Budget Act language, individuals providing services under a Visiting Educator Program/Interjurisdictional Exchange contract are required to provide full financial disclosure to the Fair Political Practices Commission in accordance with the rules and regulations of the Commission.

VI. TERM OF CONTRACT

This contract will commence on July 1, 2011 and will terminate on June 30, 2012. This contract may be terminated before the expiration date by either party with a thirty day written advance notice.

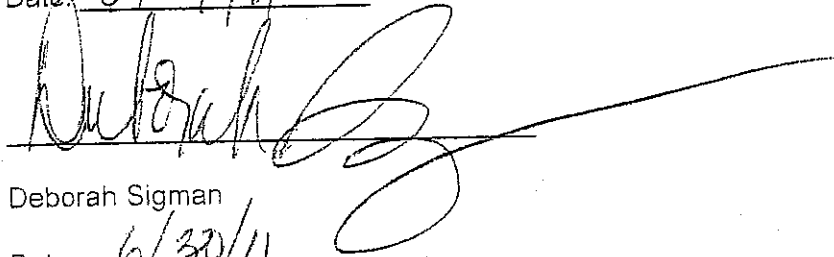
APPROVED:

FOR THE STATE OF CALIFORNIA



Richard Zeiger,
Chief Deputy Superintendent of Public Instruction

Date: 6/29/11



Deborah Sigman

Date: 6/30/11

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

**California Department of Education
Executive Office
1430 N Street, Suite 5602
Sacramento, CA 95814
Attention: Richard Zeiger**

II. BUDGET CONTINGENCY CLAUSE:

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

III. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

IV. TRAVEL CLAUSE:

The contractor will not be reimbursed for travel costs under this contract. Travel reimbursement will be paid directly to the individual assigned by contractor upon submittal of an approved Travel Expense Claim, submitted via the CalATERS system that the CDE utilizes.

V. ESCALATOR CLAUSE:

This agreement may be amended to cover any increases in salary or benefits for the fiscal year, which are approved and implemented by the contractor's governing board within the Budget Act cap, if any.

Exhibit B
Sacramento City Unified School District
Visiting Educator Deborah Sigman

		July 1, 2011 - June 30, 2012
		Budget
Monthly Rate		\$11,956.35
Months		<u>12</u>
Total Salary		\$143,476.20
Benefits:		
PERS	10.923%	15,671.91
Unemployment	1.61%	2,309.97
Workers Compensation	1.88%	2,697.35
Medicare	1.450%	2,080.40
Social Security	6.20%	8,895.52
Health and Welfare		309.00
Retiree Surcharge		5,645.00
PERS Reduction	2.097%	<u>3,008.70</u>
Total Benefits		\$40,617.85
Salary and Benefits		\$184,094.05
3 Furlough Days		-2,145.00
Total Salary and Benefits		\$181,949.05
Indirect Costs	3.31%	6,022.51
Grand Total		\$187,971.56

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

ADDITIONAL PROVISIONS

I. RIGHT TO TERMINATE: rev. 5/07

This agreement may be terminated before the expiration date by either party subject to thirty (30) days written advance notice.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.



P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

July 18, 2011

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
5735 47TH AVENUE
SACRAMENTO, CA 95824

SMART GRID INVESTMENT GRANT – (SACRAMENTO CITY UNIFIED SCHOOL DISTRICT) SUBAWARDEE CONTRACT NO.

The Sacramento Municipal Utility District (SMUD), submitted a grant application to the Department of Energy (DOE), grant program administrator for the Smart Sacramento – Smart Grid Investment Grant (the “Grant”). SMUD’s application has been selected to receive American Recovery and Reinvestment Act (ARRA) grant funds from the DOE. The Sacramento City Unified School District (Subawardee) and SMUD are partners in implementing the Grant, and Subawardee has sole responsibility for performance of one or more discrete project(s).

The Grant is funded by a DOE Assistance Agreement No. DE-OE0000214 for the agreement term from April 23, 2010 through April 22, 2015. A copy of the DOE Assistance Agreement is attached hereto as Exhibit A.

SMUD, as prime recipient/awardee of the ARRA grant funds from the DOE Assistance Agreement, is subject to certain terms and conditions as set forth in the DOE Assistance Agreement. Subawardee will be a subawardee of the ARRA funds as is further set forth in this Agreement and on the terms and conditions set forth in this Agreement. Therefore, terms and conditions as identified in the DOE Assistance Agreement and other federal rules and regulations relevant to the Subawardee are incorporated herein, as applicable.

This Agreement between SMUD and Subawardee sets forth the terms and conditions under which the Subawardee will perform its portion of the Grant work described herein. Subawardee is supporting the Grant by implementing a discrete project(s) at its facilities, and is not providing goods or services to SMUD.

SMUD and the Subawardee, which are at times referred to individually as a “Party” and collectively as the “Parties,” agree that each and all of the above Recitals are true and correct and now hereby agree as follows:

I. GRANT PURPOSE

- A. Scope of Work (SOW). The Subawardee agrees to perform work to support the performance of the Grant and meet all deliverables, applicable to Subawardee, as provided in the SOW, incorporated herein as Exhibit B. The SOW identifies discrete

work Subawardee will perform specific to its own facilities. SMUD and Subawardee have worked cooperatively to prepare the SOW. The Parties warrant that the SOW accurately reflects the work to be performed under the Grant and accurately identifies the project the Subawardee is responsible for implementing.

While Subawardee will be solely responsible for implementation of its SOW, SMUD has overall accountability to the DOE for the timely and accurate completion of Subawardee's discrete project. Subawardee agrees to share with SMUD detailed scopes of work and anticipated project schedules of Subawardee's contractors/vendors to perform work associated with the Grant. Prior to Subawardee's contractors/vendors commencing work, Subawardee shall obtain approval from SMUD Contract Manager of the Subawardee's contractor's/vendors scope(s) of work and anticipated project schedules. In the event of a proposed change to a Subawardee contractor/vendor scope of work(s) and/or project schedule(s), Subawardee shall obtain approval of the proposed change from the SMUD Contract Manager and work with SMUD on the appropriate mitigation strategy. In the event the DOE requires changes to Grant work, SMUD and Subawardee will work cooperatively and in good faith to mutually agree to changes to the SOW as required by the DOE.

The manner and method Subawardee employs to accomplish the results to be achieved by Subawardee shall conform with all laws, rules and/or regulations applicable to the performance of such work, including but not limited to DOE and other federal requirements applicable to Subawardee's performance whether or not such DOE or federal requirements are specifically identified in this Agreement.

Pursuant to the Grant's scope of objectives, Subawardee's project must be completed and operational by the end of the term of the Agreement.

- B. Budget. The Subawardee agrees to perform its Grant work according to the Budget information contained in Exhibit C, which is hereby incorporated into this Agreement.

II. FUNDING

Funding for this Agreement is dependent upon the DOE Assistance Agreement and sustained grant funding by the DOE. Subawardee's grant award share is \$1,350,000.00 and Subawardee's required match cost share is \$1,350,000.00. It is mutually agreed that Subawardee's award share is subject to the following provisions:

- A. Any additional restrictions, limitations, or conditions enacted by Congress or any statute enacted by Congress that may affect the funding of this Agreement.
- B. If Congress does not appropriate sufficient funds for the Grant, this Agreement shall be amended to reflect any reduction in funds.
- C. Continued funding by the DOE. If the DOE does not continue to fund Subawardee's project(s) throughout the term of this Agreement, SMUD may terminate this Agreement upon thirty (30) days written notice.

The DOE funds Subawardee's award share through reimbursement invoicing, as described in Section VIII of this Agreement. The DOE reimbursement funds flow through SMUD to Subawardee and SMUD's obligation to provide reimbursement funds to Subawardee is subject to receipt of funding from DOE.

Subawardee specifically acknowledges that its cost share is 50.0% of allowable project costs and is subject to a reimbursement rate established by DOE (currently 50.0%) of Subawardee's total allowable incurred costs of the project. All work and/or the expenditure of funds (reimbursable through contract and/or cost share) must occur within the approved time period as specified in the DOE Assistance Agreement.

III. TERM OF AGREEMENT

The term of this Agreement shall be from date of execution to April 22, 2015.

IV. APPLICABLE CODE OF FEDERAL REGULATIONS

For purposes of the work performed under this Agreement, 10 Code of Federal Regulations (C.F.R.), 600. 200 *et seq.*, (Subpart C -Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) contains the applicable statutory or regulatory provisions. The pertinent Subpart of 10 C.F.R., 600 *et seq.*, as stated in the preceding sentence, is applicable to Subawardee, depending on the scope of the work awarded, the costs paid for the work, the type of entity performing work, the level or tier of contracting, and other factors.

V. REPORTING:

A. DOE Reporting Requirements. Under the DOE Assistance Agreement, SMUD is required to report information on the Grant to the DOE. As such, Subawardee is required to report the following information to SMUD to facilitate the reporting requirements to the DOE:

1. **Quarterly Jobs Report – to be provided by 5th business day of the following month.**

The Subawardee will provide the data required via a mutually agreed upon format and media.

a) Subawardee will report the cumulative number of jobs directly created or retained by project and activity or contract. Subawardee will be required to report these direct jobs numbers by labor categories, as provided below:

- Managers
- Engineers
- Computer-related Occupations

- Environmental and Social Scientists
- Construction, Electrical and Other Trades
- Analysts
- Business Occupations
- Recording, Scheduling, Computer Operator Occupations

b) A job created is a new position created and filled or an existing unfilled position that is filled as a result of the Recovery Act; a job retained is an existing position that would not have been continued to be filled were it not for Recovery Act funding. A job cannot be counted as both created and retained. Also, only compensated employment in the United State or outlying areas should be counted.

c) The estimate of the number of jobs required by the Recovery Act should be expressed as “full-time equivalents” (FTE), which is calculated as total hours worked in jobs created or retained divided by the number of hours in a full-time schedule, defined here as 2,080 hours per calendar year. The FTE estimates must be reported cumulatively each calendar quarter.

d) The requirement for reporting jobs is based on a simple calculation used to avoid overstating the number of other than full-time, permanent jobs. This calculation converts part-time or temporary jobs into FTE jobs. To perform the calculation, a sub-recipient will need the total number of hours worked that are funded by the Recovery Act by category and the total number of hours worked for the entire project by labor category. The number of hours in a full-time schedule for a month will equal 173.33 (one-twelfth of 2,080).

2. Monthly Progress Report – to be provided by the 15th calendar day of the following month.

The Subawardee must report data specified in this section monthly via a mutually agreed upon format and media. The Progress Report must provide a concise narrative assessment of the status of work and include the following information.

- a) Date of report and period covered by the report.
- b) A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
- c) A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Project Director for further information.

- d) Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
- e) Actual or anticipated problems or delays and actions taken or planned to resolve them.
- f) Any absence or changes of key personnel or changes in consortium/teaming arrangement.
- g) A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - (1) Publications (list journal name, volume, issue); conference papers; or other public releases of results.
 - (2) Web site or other internet sites that reflect the results of this project.
 - (3) Networks or collaborations fostered.
 - (4) Technologies/Techniques.
 - (5) Inventions/Patent Applications
 - (6) Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

3. Project Execution Data Report – to be provided by the 15th calendar day of the following month.

The Subawardee will provide monthly project execution data in a mutually agreed upon format and media. It is expected that the dataset provided will have gone through the necessary quality assurance processes internal to the Subawardee in order to ensure the data is accurate and complete.

- a) Project Value Management System (PVMS) Reporting – The input of PVMS data described below will be required. PVMS reporting will be at the Project Activity Level.

Data Field Definition/Metrics

ACWP - Actual Cost of Work Performed. The cost actually incurred for the work accomplished during the month.

BCWP – Budgeted Cost of Work Performed. Sum of all budgets for all completed work and the completed portions of ongoing work. Total budget for the scope that was actually accomplished during the month.

BCWS – Budgeted Cost of Work Scheduled. Planned accomplishment established in performance measurement baseline.

ETC – Estimate to Complete. Current estimate for the remaining project scope. This is the estimate for all remaining work excluding contingencies.

BAC – Budget at Completion. Sum of all budgets allocated to a project excluding management reserve.

b) Risk Management Data Reporting – Subawardee will submit updates of the Risk Management Plan in the event of changes to the risk profile data required as part of the Project Execution Plan.

4. Financial Report – to be provided by the 15th calendar day of the following month.

Subawardee must complete the federal Standard Form 425 (*available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx*).

5. Metrics and Benefits Report – to be provided by the 15th calendar day of the following quarter.

The Subawardee is required to report Build Metrics and Impact Metrics and Benefits on a quarterly basis. Baseline data will be provided as specified within the Metrics and Benefits Reporting Plan. The Subawardee will provide this information in a mutually agreed upon format and media.

6. Special Status Report – to be provided via e-mail as soon as possible after events occur.

The Subawardee must report the following events by e-mail as soon as possible after they occur:

- a) Developments that have a significant favorable impact on the project.
- b) Problems, delays, or adverse conditions which materially impair the Subawardee's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The Subawardee must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:

(1) Any single fatality or injuries requiring hospitalization of five or more individuals.

(2) Any significant environmental permit violation.

(3) Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.

- (4) Any incident which causes a significant process or hazard control system failure.
- (5) Any event which is anticipated to cause a significant schedule slippage or cost increase.
- (6) Any damage to Government-owned equipment in excess of \$50,000.
- (7) Any other incident that has the potential for high visibility in the media.

7. Annual Inventory of Federally Owned Property

Requirement: If at any time during the award the Subawardee is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the Subawardee must submit an annual inventory of this property no later than October 15th of each federal calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory: The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

- B. Quarterly Office of Management and Budget (OMB) Reporting. As Subawardee to an ARRA grant, you are required by section 1512 of ARRA to report on your grant each quarter until your project is complete. Because OMB reporting is required to be submitted by the prime recipient SMUD by the 10th day of the month following the quarter reported on, SMUD must receive Subawardee information prior to this date. All subawardee OMB reports will be submitted to SMUD by the 5th day of the month following the quarter reported on. In the event that financial data cannot be reported due to closure of the organizations books, Subawardees will be allowed to revise their initial report by the 15th day of the month following the quarter reported on. The information to be included in the Subawardee's OMB report is listed as an Appendix to this Agreement and by this reference is made a part hereof.
- C. Weekly Davis Bacon Act Reporting. As this Grant project is funded by ARRA, the federal Davis Bacon Act is applicable to construction, alteration, and/or repair work performed by Subawardee and any Subawardee's lower-tier contractors/vendors. In the event specific work under this Agreement is subject to Davis Bacon Act requirements, the Subawardee shall comply with the following:
 - a. Submit a copy of all weekly payrolls to SMUD accompanied by a signed "Statement of Compliance" certifying that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper federal or California prevailing wage rate, whichever is higher, for the work performed. See 29 C.F.R. § 5.5(a)(3)(ii). The due date for each certified payroll to be submitted to SMUD is no later than one week after each weekly pay date.

- b. The weekly certified payroll submission must minimally contain the following information: the name and individual identifying number (e.g., the last four digits of the employee's social security number) of each covered worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents), daily and weekly number of hours worked, deductions made and actual wages paid. See 29 C.F.R. § 5.5(a)(3)(i). The required specifications for the Statement of Compliance are provided in 29 Code of Federal Regulations Section 5.5(a)(3)(ii)(B)(1)-(3).
- c. To satisfy the requirement to submit weekly certified payrolls accompanied by a signed Statement of Compliance, Subawardee may use the weekly certified payroll form prepared by the United States Department of Labor (DOL), Form WH-347, which is available at <http://www.dol.gov/whd/forms/wh347instr.htm>. Use of Form WH-347 is optional.
- d. The Statement of Compliance must be signed by a principal of the firm (Subawardee or lower tier contractor/vendors business) who has authority to direct the payment of wages and benefits to the workers, i.e., owner or an officer such as president, treasurer, or payroll administrator. The Statement of Compliance must be submitted with an original, handwritten signature or proper electronic signature. Copies of the "Statement of Compliance" are not acceptable; SMUD must receive actual signed wet copy.
- e. All weekly certified payrolls must be current prior to SMUD approving the monthly invoices for payment under the resulting agreement.
- f. If Subawardee determines that the applicable work is covered by California's Prevailing Wage, California's rate(s) must be paid if higher than the federal rate; however, Subawardee must still comply with this subsection C requirement. California does not have a prevailing wage reporting requirement.

VI. EXAMINATION, REVIEW, AND AUDIT OF RECORDS

A. Documents and Records. Subawardee will comply with all requirements in the DOE Assistance Agreement, applicable laws or regulations, with respect to access to all pertinent ledgers, payroll data, books, records, correspondence, written instructions, receipts, vouchers, and other documents ("Documents and Records") related to this Agreement. Subawardee shall maintain its Documents and Records in accordance with applicable OMB circulars and federal regulations and agrees that examination, inspection, and/or audit may be used as the basis to assess project performance and for settlement of charges under this Agreement.

1. Subawardee shall retain all Documents and Records for the duration of this Agreement and for a period of three (3) years thereafter.
2. SMUD shall have the right upon reasonable notice, during the Subawardee's normal business hours, to conduct an examination, review, and/or audit for the sole purpose

of determining compliance with the Grant requirements and this Agreement. Such audits shall be performed either by SMUD personnel or by an independent third party whom SMUD may employ for the purpose of making such audits. SMUD and the Subawardee shall establish procedures for performing such examination, inspection, or audit and shall preserve the confidential and proprietary status of audited documents and information.

3. As described in 10 C.F.R. 600.242, as applicable, the DOE or any of their duly authorized representatives, shall have the right upon reasonable notice, to audit the Documents and Records during Subawardee's normal business hours.
 4. In accordance with ARRA Sections 902, 1514 and 1515, the Subawardee agrees that it shall permit the United States Comptroller General or his representative, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of the Subawardee or any of its contractors/vendors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
 5. Subawardee shall include appropriate provisions in each its lower-tier agreements to secure adequate backup documentation to verify all contractor/vendor services and expenses invoiced for reimbursement payment under this Agreement.
- B. Return of DOE Funds. If after an examination, review, and/or audit of Subawardee's Documents and Records, the DOE seeks reimbursement of grant funds from SMUD based on Subawardee's performance, failure to perform, or disqualification of costs under this Agreement, Subawardee shall reimburse SMUD for any payment to the DOE. Such payment shall not be construed as an admission by Subawardee of the validity of DOE's determination and Subawardee shall retain all legal rights to dispute the DOE determination.

VII. ACCOUNTING SYSTEM

Subawardee shall have and maintain an established accounting system which complies with the cost principles of the applicable sections of subpart 10 C.F.R. 600.200 *et seq.* Subawardee shall further ensure that appropriate arrangements have been made for receiving, distributing and accounting for all funds received and used by Subawardee under the Agreement.

The Subawardee shall retain backup source documentation for audit purposes, and make the documentation available to SMUD upon request. In accordance with 10 C.F.R. 600.200 *et seq.*, the Subawardee's accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents.

All cost sharing or matching contributions, including cash and third-party in-kind, shall satisfy all criteria of 10 C.F.R. 600.224, as applicable, including but not limited to the following:

- A. Are verifiable from Subawardee's records.
- B. Are not included as contributions for any other federally assisted project or program.
- C. Are necessary and reasonable for proper and efficient accomplishment of the project or program objectives.
- D. Are allowable under the applicable cost principles.
- E. Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
- F. Are provided for in the approved budget when required by the Federal awarding agency.

VIII. INVOICES

- A. Schedule. Subawardee shall submit invoices for reimbursement to SMUD on a monthly basis, due on the 10th business day following the month for which the invoice applies. The date of "invoice receipt" shall be the date SMUD receives the invoice. SMUD will process and record invoice in the month received. SMUD will include Subawardee invoice in its billing to the DOE in the following month. The DOE approving official will approve the invoice as soon as practicable, but not later than 30 days after the reimbursement request is received, unless the billing is improper. The DOE will transfer Subawardee's reimbursement funds to SMUD. SMUD shall make payment to Subawardee within 5 business days after receipt of reimbursement funds from the DOE. In the event the DOE does not approve of Subawardee's invoice and does not transfer Subawardee's reimbursement funds to SMUD, SMUD has no obligation to reimburse Subawardee for expenses incurred in the performance of the Work.

Subawardee shall invoice using the DOE Invoice Form, as provided as an Appendix to this Agreement and by this reference is made a part hereof.

- B. Expenditure Detail. Subawardee shall provide expenditure detail for both monthly and cumulative amounts by task and segregated by cost element such as labor, material, outside services, and equipment for the tasks as outlined in the SOW in accordance with the following directives, as applicable:
 - **2 CFR. Part 220**, Cost Principles for Educational Institutions
 - **2 CFR. Part 225**, Cost Principles for State, Local and Indian Tribal Governments
 - **OMB Circular A-102**, Grants and Cooperative Agreements With State and Local Governments
 - **OMB Circular A-110**, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

1. Subawardee shall provide such expenditure detail for both Subawardee and any contractors/vendors of Subawardee.
2. Subawardee shall provide copies of invoices and/or backup for charges included in the invoice.
3. Subawardee shall provide any additional expenditure detail on invoices as requested by SMUD and/or the DOE.
4. Subawardee shall provide a final invoice within sixty (60) days from either:
 - a) Completion of the project,
 - b) Completion of all assigned tasks, or
 - c) Termination of Subawardee in accordance with Section titled "Termination for Breach or Non Performance."

C. Submission. In accordance with the instructions on this Agreement, all invoices shall be submitted for reimbursement payment processing in duplicate to:

Accounting Department, Mail Stop B302
 Attn: Kathy Ketchum
 Sacramento Municipal Utility District
 6201 S Street, P. O. Box 15830
 Sacramento, CA 95852-1830

All Grant work invoices and related records should be retained in accordance with Federal Retention guidelines as outlined in the applicable Subpart of 10 C.F.R. 600 *et seq.*

IX. SUBAWARD AND/OR CONTRACT TO FEDERAL AGENCY

Subawardee shall not sub-award or sub-contract any part of the approved Agreement to any Federal Department, Agency or Instrumentality, without the prior written approval of the DOE and SMUD.

X. ADMINISTRATIVE DATA

The following administrative data pertains to this Agreement:

SMUD Contract Manager: Jeff Molander (916) 732- 6350

Subawardee Contract Manager: Matt Kelly (916) 264-4075

XI. CHANGES

A. Changes by Parties. SMUD and Subawardee agree that either Party may propose to the other Party and give due consideration to any changes to the work and obligations required of Subawardee under this Agreement. In addition, SMUD and Subawardee agree any proposed changes to the work and/or obligations shall be discussed by the

Parties and shall not become a part of this Agreement unless mutually agreed to in writing by the Parties.

- B. Changes by DOE. The Parties acknowledge the DOE may require changes to the DOE Assistance Agreement, reporting requirements, SOW, or special terms and conditions and flowdown provisions, during the term of this Agreement. To the extent that any DOE mandated change impacts Subawardee, the Parties agree to work cooperatively and in good faith to mutually agree to amend this Agreement in writing to reflect the DOE mandated changes.
- C. Equitable Adjustment. Changes which affect performance, schedule, warranties, or other significant items will be equitably adjusted by mutual agreement prior to the implementation of the change. Any changes to this Agreement shall be made in accordance with Section titled "Entire Agreement."

XII. INDEMNITY

The Parties shall defend, indemnify and hold harmless one another and each of its affiliates, officers, directors, employees, or other representatives from and against any and all liability, loss, expense, attorneys fees or claims of injury or death or damages arising out of the performance or activities of the other Party under this Agreement, and excepting only such loss, expense, attorney fees or claims of injury or damage as may be caused by the intentional acts or negligence of the other Party.

It is the intent of the Parties that, where negligence is determined to be contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence.

XIII. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any incidental, special, or consequential damages related to or arising from the performance of this Agreement.

XIV. ASSIGNMENT

Neither Party shall assign or delegate its rights, obligations, or monies due under this Agreement without the prior written consent of the other Party.

XV. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party.

XVI. TERMINATION FOR BREACH OR NONPERFORMANCE

SMUD reserves the right to terminate this Agreement for cause, without liability to SMUD. As used in the preceding sentence, "cause" may include, but is not necessarily be limited to, Subawardee's material default or breach of any provision of this Agreement and the Subawardee fails to cure or make reasonable progress toward curing the default/breach within 30 days of written notice by SMUD describing the default/breach.

Should Subawardee fail to cure the default/breach within 30 days of the written notice, SMUD may provide written notice to the Subawardee indicating the reason for termination and the effective termination date.

Upon notice of termination on the effective date, Subawardee shall immediately cease work under this Agreement and shall take all steps reasonably necessary to mitigate any costs or expenses for which SMUD or Subawardee may be liable hereunder. Subawardee may invoice for reimbursement by the DOE for costs and recoverable expenses up until the effective date of termination. Notwithstanding anything to the contrary contained herein, SMUD shall not be liable for any cost or expense incurred by Subawardee after termination of this Agreement.

XVII. CONFIDENTIAL INFORMATION

To complete the SOW required, the Subawardee may be required to review and analyze certain confidential information provided by SMUD to Subawardee. In addition, the Subawardee may be required to provide to SMUD certain work products and deliverables which, by their character, content, and/or purpose are confidential information of Subawardee. The Parties will treat such confidential information in accordance with the terms hereof:

- A. **Confidential Information.** "Confidential Information" shall mean all confidential, proprietary, and trade secret information, ideas and materials of or about a Party or its affiliates, employees or customers that is furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") after the Effective Date, and labeled "confidential" or "proprietary" (or, if presented orally, is stated at the time to be confidential or is identified as being "confidential" or "proprietary" in a letter sent to the Receiving Party no later than five (5) days after the disclosure). If labeled or identified as such, Confidential Information includes, without limitation: (i) information, ideas or materials of a technical nature such as research and development results, designs and specifications and other materials and concepts relating to the products and processes of the Disclosing Party and its affiliates, (ii) information, ideas or materials of a business nature such as non-public financial information; information regarding costs, profits, products, marketing, customers, suppliers, employees, and salaries; marketing and sale plans and forecasts; business and financial plans and forecasts; and power project development plans and opportunities; and (iii) the content of discussions concerning the Proposed Transaction, to the extent identified as confidential in the manner as described above.

"Proposed Transaction" shall mean the putting forward for consideration, discussion, or adoption an exchange of Confidential Information.

“Person” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.

“Representatives” shall mean as to any Party, its directors, officers, employees, agents and advisors (including, without limitation, financial advisors, attorneys and accountants).

B. Confidentiality and Non-Use. In consideration of each Party's providing Confidential Information, the Parties agree as follows:

The Receiving Party shall hold confidential and not disclose to any Person, without the prior written consent of the Disclosing Party, all Confidential Information; provided, however, that the Receiving Party may disclose such Confidential Information to its Representatives who are actively and directly participating in its evaluation of the Proposed Transaction or who otherwise need to know the Confidential Information for the purpose of evaluating the Proposed Transaction;

The Receiving Party shall cause all its Representatives to observe the terms of this Agreement and shall be responsible for any breach of the terms of this Agreement by it or its Representatives; and

The Receiving Party shall return or destroy all Confidential Information (including all copies thereof) within 30 days of receipt of a written request therefor.

C. Exceptions to the Confidentiality and Non-Use Obligations. The obligations imposed by this Section hereof shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that, such Confidential Information:

1. was known to the Receiving Party prior to the receipt of the Confidential Information; or
2. was, or becomes through no breach of the Receiving Party's obligations hereunder, known to the public; or
3. becomes known to the Receiving Party from sources other than the Disclosing Party under circumstances not involving any breach of any confidentiality obligation; or
4. is independently developed by the Receiving Party, as evidenced by the written records thereof; or
5. is required to be disclosed by law, including without limitation, the California Public Records Act, Brown Act or any other California or federal statute, court rule, or legal authority.

D. Disclosures Required by Law. In the event that the Receiving Party or any of its Representatives becomes subject to a disclosure under the Public Records Act or other legal authority, the Receiving Party agrees to give the Disclosing Party earliest possible

notice of the existence, terms, and circumstances surrounding such request so that the Disclosing Party may, in its sole judgment either:

1. seek an appropriate protective order or other remedy at its sole cost and expense; or
 2. consult with the Receiving Party concerning steps to resist or narrow the scope of such request.
- E. Non-Disclosure. Unless otherwise required by law or applicable legal process, neither Party shall in any way or in any form disclose, publicize or advertise in any manner any Confidential Information or any information about the Proposed Transaction, or the terms or conditions or any other facts relating thereto, including, without limitation, the content of the discussions or negotiations related to the Proposed Transaction, except as expressly permitted under this Agreement, or without the prior written consent of the other Party.

XVIII. INTELLECTUAL PROPERTY

If intellectual property will be developed under this Agreement, the following provisions apply:

A. DOE Rights.

1. Attachment C to the DOE Assistance Agreement contains the intellectual property rights between SMUD and the DOE.
2. The Subawardee grants to DOE for all copyrightable work a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.
3. The Subawardee acknowledges and agrees that DOE has the right to:
 - a) Obtain, reproduce, publish or otherwise use the data first produced under the Agreement; and
 - b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

B. Lower Tier Contracts. The Subawardee shall obtain the same rights as stated above for the DOE from all contractors/vendors and others who produce copyrightable material, data, works of art, or subject inventions under this Agreement. Subawardee shall incorporate these paragraphs modified appropriately into its agreements with its contractors/vendors.

C. Subawardee Rights.

1. SMUD and Subawardee each shall own the copyright to their own copyrightable works, including software, developed and delivered under the Agreement. Copyrightable works which are co-authored by employees of SMUD and employees of Subawardee shall be jointly owned by SMUD and Subawardee without an obligation to account to the other Party. A Party shall mark any copyrightable works of such Party with an appropriate copyright notice as prescribed under Title 17 of the United States Code. Copyrightable works owned solely by a Party may be used

internally by the other Party for purposes of performance under this Agreement. The copyright owning Party shall deliver to the other Party, one copy of each copyrighted work developed in whole or in part under the Agreement.

2. Per applicable Subpart of 10 C.F.R. 600 *et seq.*, Subawardee is subject to regulations governing copyrights, patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401.

XIX. DISPUTES

- A. Discussion. Any dispute arising between the Parties under this Agreement shall first be attempted to be resolved through discussions between the Parties, with the assistance of the DOE Contracting Officer, or other DOE representative, if necessary. Both Parties hereby agree to make themselves immediately available to discuss in good faith a remedy to the alleged dispute. In the event that the dispute is not resolved in a resolution acceptable to both Parties, the Parties shall resort to mediation.
- B. Mediation. In the event the dispute is not resolved under Section A, the dispute shall be attempted to be resolved by good faith mediation between the Parties, with each Party designating a high level officer with full authority to resolve the dispute, before a mediator mutually agreed to by the Parties. The Parties shall each be responsible for payment of one-half of the mediator's fee. In the event the dispute is not resolved through mediation, either Party may seek redress in any court of competent jurisdiction.
- C. Continuing Performance Obligations. While a dispute, controversy or claim is pending, each Party will continue to perform its respective obligations under the Agreement, unless such Party is otherwise entitled to suspend its performance hereunder or terminate the Agreement in accordance with the terms hereof.

XX. EQUAL EMPLOYMENT OPPORTUNITY

The Subawardee shall not discriminate against any employee or applicant for employment contrary to the provisions of applicable State and/or Federal antidiscrimination laws. Contractor shall ensure that this requirement is applied to applicants and employees in actions including, but not limited to employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

XXI. ASBESTOS NOTIFICATION

Numerous SMUD buildings were constructed with some asbestos-containing components. An asbestos information sheet is provided as the Asbestos Notification Appendix to this Agreement, which shall be provided to all of Contractor's employees and to any subcontractor performing work within such SMUD buildings.

**XXII. REPRESENTATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

Subawardee represents to the best of its knowledge and belief, obtained after appropriate due diligence, that Contractor and its subcontractors or suppliers under this Agreement comply with the provisions of the Assurance of Compliance form included as an Appendix to this Agreement and by this reference is made a part hereof.

The Certification Form is included as an Appendix to this Agreement and by this reference is made a part hereof.

**XXIII. ASSURANCE OF COMPLIANCE REGARDING
NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAM**

Subawardee represents to the best of its knowledge and belief, obtained after appropriate due diligence, that Subawardee and its subcontractors or suppliers under this Agreement comply with the provisions of the Assurance of Compliance form included as an Appendix to this Agreement and by this reference is made a part hereof.

Subawardee will immediately notify SMUD in the event any violation of the conditions recited within the Assurance of Compliance occurs during the period of Contractor's performance under this Agreement.

XXIV. CERTIFICATIONS

- A. Buy American Act Certification. By signing this Agreement, Subawardee certifies that materials/products purchased in connection with the grant project comply with Section 1605 of ARRA, as applicable. Subawardee also certifies that any materials/products purchased by their lower-tier contractors/vendors are in compliance with Section 1605 of ARRA. During the term of this Agreement, upon request by SMUD and/or the DOE, Subawardee will provide SMUD and/or the DOE with any additional certifications required to show compliance with Section 1605 of ARRA. If non-compliance with section 1605 of ARRA occurs, the DOE award official can require the removal and replacement of the unauthorized material, retain the unauthorized material and reduce the amount of the award by the cost of the unauthorized material, and/or withhold cash payments pending correction, suspend or terminate the entity, bar the violating entity from further awards or contracts, and refer the matter to the appropriate officer for a criminal investigation. In the event of noncompliance by Subawardee, or by any of Subawardee's lower-tier contractors/vendors, Subawardee shall be responsible for all costs and expenses associated with non-compliance.

- B. Prevailing Wage Certifications (Davis-Bacon Act and California Prevailing Wage). By signing this Agreement, Subawardee certifies that Subawardee is in compliance with the Davis-Bacon Act and California Prevailing Wage requirements, as applicable. Subawardee also certifies that their lower-tier contractors are in compliance with Davis-Bacon Act and California Prevailing Wage. During the term of this Agreement, upon request by SMUD and/or the DOE, Subawardee will provide SMUD and/or the DOE

with any additional certifications required to show compliance with prevailing wage laws. In the event of noncompliance by Subawardee, or by any of Subawardee's lower-tier contractors, Subawardee shall be responsible for all costs and expenses associated with non-compliance.

Subawardee shall include the applicable Davis-Bacon Act Wage Determination(s) effective on the date of solicitation (RFP/Bid/RFO) release for lower-tier vendors that perform covered construction work.

XXV. COMPLIANCE WITH MANDATORY PROCUREMENT PROVISIONS

Subawardee shall comply with, and provide any required certifications evidencing compliance with the provisions of 10 C.F.R. 600.236, as applicable.

XXVI. SUBAWARD AND/OR CONTRACT TO FEDERAL AGENCY

Subawardee shall not sub-award or sub-contract any part of the approved Agreement to any Federal Department, Agency or Instrumentality, without the prior written approval of the DOE and SMUD.

XXVII. INCORPORATION OF CERTAIN PROVISIONS

Subawardee is bound by the terms of the Agreement including all the clauses that are in place at that time or any changes that are required by law.

Without limiting the generality of the foregoing, Subawardee agrees to fulfill any other requirements recited in the references set forth below, each of which is incorporated herein by reference, with the same force and effect as if they were given in full text:

- A. All portions of the DOE Assistance Regulations set forth in the applicable Subpart of 10 C.F.R. 600 *et seq.*
- B. All portions of the Contract Cost Principles and Procedures set forth in the applicable Subpart of 48 C.F.R. 31 *et seq.*

Subawardee further agrees to incorporate these provisions, suitably modified, in any agreement, or other legally binding lower-tier relationship established by Subawardee as an element of the efforts identified herein, as applicable.

XXVIII. INCORPORATION OF PROVISIONS OF THE DOE ASSISTANCE AGREEMENT

Subawardee acknowledges that as a Party providing support for the performance of the Grant, Subawardee is obligated to comply with all provisions of the DOE Assistance Agreement, applicable to the work that Subawardee is to perform under this Agreement. The DOE Assistance Agreement (and its attachments) is attached and incorporated hereto as Exhibit B.

Notwithstanding anything to the contrary in this Agreement, Subawardee agrees: (a) to cooperate fully with SMUD in complying with, and performing its obligations under, the DOE Assistance Agreement, (b) to cooperate fully with SMUD in satisfying any conditions that the DOE Assistance Agreement sets forth for SMUD to satisfy or that SMUD elects to satisfy under or pursuant to the DOE Assistance Agreement, and (c) not to take or omit any act if doing so would cause SMUD to be in breach of the DOE Assistance Agreement or to fail to satisfy any condition that SMUD is required or elects to satisfy under the DOE Assistance Agreement. In addition, notwithstanding anything to the contrary herein, Subawardee agrees to perform all work that Subawardee undertakes under or pursuant to this agreement or otherwise in connection with the Grant in full compliance with and satisfaction of any and all of the terms, provisions, and conditions of the DOE Assistance Agreement that are applicable to SMUD and all such terms, provisions, and conditions are hereby incorporated herein for the sole purpose of making them applicable to Subawardee in accordance with this paragraph. Notwithstanding anything to the contrary in this paragraph or elsewhere herein, however, nothing in this paragraph or elsewhere herein shall be deemed to give Subawardee any rights under the DOE Assistance Agreement or to assign the DOE Assistance Agreement to Subawardee or to make Subawardee a prime recipient/awardee of the ARRA Funds under the DOE Assistance Agreement or to require Subawardee to comply with any DOE special terms and conditions or additional federal flow down provisions which, by their nature and text, are clearly inapplicable to Subawardee due to exempting circumstances or which, by the language thereof, are self deleting.

XXIX. ORDER OF PRECEDENCE

In the event of any ambiguity, inconsistency, or conflict arising under this Agreement, the following order of precedence shall apply:

- A. The provisions set forth in this Agreement
- B. The SOW
- C. DOE Assistance Agreement
- D. Federal Regulations and Statutes

XXX. ENTIRE AGREEMENT

This Agreement, together with any and all appendices, exhibits and/or attachments attached hereto and any amendments, modifications, change orders, addendum and/or any other documents attached hereto and incorporated herein constitutes the entire agreement between the Parties and no changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both Parties to this Agreement.

ACCEPTED FOR
Sacramento City Unified School District

ACCEPTED FOR THE
SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____	By: _____
Name: _____ (Type or Print)	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendices/Attachments

Appendix Federal OMB Reporting

Appendix DOE Invoice Form

Appendix Asbestos Notification

Appendix Certifications Regarding Lobbying, Debarment, Suspension and other Responsibility Matters; and Drug Free Workplace Requirements.

Appendix Assurance of Compliance - Nondiscrimination in Federally Assisted Programs

Exhibit A DOE Assistance Agreement

Exhibit B Scope of Work

Exhibit C Budget

Federal OMB Reporting by Subawardee

For specific information on OMB reporting, refer to OMB Memorandum M-10-08, dated December 18, 2009 or latest guidance published by the OMB. The Subawardee report will include, but not be limited to:

<i>Field</i>	<i>Comment</i>
Award Number	As provided in this Agreement
Subrecipient Legal Name	As registered in CCR or D&B
Sub recipient DUNS No.	Subawardee must maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which it has an active award funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
Subrecipient DBA Name	The Doing-Business-As (DBA) name for the Subrecipient as defined in the CCR or D&B.
Subrecipient Address	Zip code must be zip+4. Zip codes will be validated against the congressional district.
Subrecipient Congressional District	This can be looked up at: https://writerep.house.gov/writerep/welcome.shtml
Subrecipient Type	Drop down box of the Subrecipient's type of business
Amount of Subaward	Cumulative amount by report date
Sub award Number	As provided in this agreement
Subaward Date	The execution date of the agreement or most recent amendment date
Project Activity Location	Primary Place of Performance; Zip code must be zip+4. If +4 suffix is unknown, zeros or nines can be entered. Look to the "Additional PoP Addresses" instructions in the next section for more details.
Project Status	A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why if the established goals were not met. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
Percentage Completion of Project	Report one of the four options: Not started; Less than 50% completed; Completed 50% or more; Fully Completed
Subrecipient Indication of Reporting Applicability	If this is answered "Yes", the top 5 names and compensation fields must be completed

<p>Subrecipient Highly Compensated Compensation/Names</p>	<p>Names and total compensation of five most highly compensated officers for the calendar year in which the agreement is awarded if, In the Contractor's preceding fiscal year, the Contractor received-- 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements</p>
<p>Subrecipient Number of Jobs Created</p>	<p>A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act. Subawardees must estimate the total number of jobs that were funded in the quarter by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.</p> <p>Enter zero if no jobs have been created. Direct jobs created (i.e., new positions created and filled or unfilled positions that are filled). Only include jobs that are directly funded by ARRA funds. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.</p>
<p>Subrecipient Number of Jobs Retained</p>	<p>A job retained is an existing position that is now funded by the Recovery Act. Subawardees must estimate the total number of jobs that were funded in the quarter by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.</p> <p>The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule. Report only on hours directly billed to the project.</p>
<p>Employment Impact of Jobs Created/Retained</p>	<p>Subawardees are asked to provide a narrative description of the employment impact. The narrative should include a brief description of the types of jobs created or retained. This description may rely on job titles, broader labor categories, or the subawardee's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.</p>
<p>Subrecipient Description of Jobs Created</p>	<p>Description of jobs created. Provide a brief description of impact on the Contractor's workforce and include the types of jobs created and retained.</p>
<p>Vendor Data Elements (all purchases)</p>	<ul style="list-style-type: none"> - DUNS or name. - Zip code of Headquarters. - Description of the product and/or service provided by the vendor. - The amount invoiced from the vendor (aggregated)

	<p>that will be paid with ARRA funds.</p> <ul style="list-style-type: none">- Number of jobs created- Description of jobs created (job title)- Number of jobs retained- Description of jobs retained (job title)-Provide narrative description of employment impact
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DRAFT

DOE Invoice Form

DOE Invoice Form is available at <https://www.smudlink.org/grants-administration/sgig/default.aspx>. Contact SMUD Grant Administration at grantadmin@smud.org to request registration login and password.

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ASBESTOS NOTIFICATION - 2011

Sacramento Municipal Utility District (SMUD) is required to give notice to employees and contractors working at any District facility that has asbestos-containing construction materials, pursuant to the Asbestos Notification Law (California Health & Safety Code 25915 et seq., and in particular 25915.1). Be aware that this list only includes material tested and found to contain asbestos material. Material not tested may contain asbestos. Asbestos inspection and testing is required prior to performing demolition, renovation, retrofit or remodeling in any facility constructed prior to 1981.

LOCATION OF ASBESTOS**Headquarters Building:**

- * Above the ceiling of the first floor (auditorium) and through out the remainder of the building as troweled-on fireproofing material on decking and structural members;
- * Floor tiles (various sizes; 9-inchx9-inch; 12-inch x12-inch), and mastics;
- * Mechanical/electrical equipment;
- * Throughout the building (behind the walls, in equipment rooms and auditorium ceiling) in tank and pipe insulation;
- * Insulation on electrical wire;
- * Materials inside door frames;
- * Caulking on HVAC ducts; and
- * HVAC and piping insulation.

Corporation Yard:

- * HVAC and piping insulation within the D/S Building;
- * Hot water piping insulation in Building F - Transportation Shop;
- * Floor tile and mastic Building F - Transportation Shop - Break Room;
- * Mastic under floor tile - second floor of Building I - Warehouse; and
- * Pre-Fab Shop linoleum on restroom floor.

Energy Management Center

- * Arc chutes on some circuit-breakers.

Substations:

- * Rancho Seco switchyard building in floor tile and mastic
- * Arc chutes on some breakers - potentially all sub-stations
- * Elverta and Hurley in floor tile and adhesive and presumed asbestos containing materials (PACM) in all sub-stations;
- * Elverta ceiling tile and mastic and PACM in all sub-stations;
- * Mid-city sub in pipe insulation and PACM in all sub-stations;
- * Hedge sub station floor tile and mastic and PACM in all sub-stations
- * Manholes, switchboards, control and protection panels - Wire insulation in all sub-stations;
- * Some bus bar filler material in all sub-stations;
- * North city - transite on roof and inside walls and PACM in all sub-stations;
- * Outer paint cover on oil filled pipe from North City to Station A.

Fresh Pond:

- * Floor tiles and mastic

Camp Far West

- * Pipe insulation on cooling water pipe;
- * Pipe insulation on mezzanine level behind battery room insulation

Union Valley

- * Pipe insulation
- * Bus bar bolt filler material
- * Fire-stop sealant on electrical cables
- * White material in PCB500

Loon Lake

- * Diesel generator exhaust piping
- * Insulation on HVAC duct
- * Black & White pipe wrap material
- * Firestop sealant on electrical cables

Jaybird

- * Wiring insulation
- * Pipe insulation
- * Fire-stop sealant on electrical cables

**CERTIFICATIONS REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
AND DRUG FREE WORKPLACE REQUIREMENTS**

Subawardees should refer to the regulations cited below to determine the certification to which they are required to attest. Subawardees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 600 *et seq.* The certifications shall be treated as a material representation of fact upon which Sacramento Municipal Utility District (SMUD) will rely.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawardees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADDITIONAL LOBBYING REPRESENTATION

Subawardee organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The subawardee is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986? Yes No

If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

- (2) The subawardee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

5735-47 th Ave, Sacramento, Sacramento County, CA, 95824	3324 Glenmoor Dr, Sacramento, Sacramento County, CA, 95827
6600 Cougar Dr, Sacramento, Sacramento County, CA, 95828	7500-32 nd Ave, Sacramento, Sacramento County, CA, 95822
3535 M St, Sacramento, Sacramento County, CA, 95816	9405 Canberra Dr, Sacramento, Sacramento County, CA, 95826
9525 Goethe Rd, Sacramento, Sacramento County, CA, 95827	7555 S. Land Park Dr, Sacramento, Sacramento County, CA, 95831
2850 49 th Ave, Sacramento, Sacramento County, CA, 95817	3110-60 th St, Sacramento, Sacramento County, CA, 95820
5301 N St, Sacramento, Sacramento County, CA, 95819	5241 J St, Sacramento, Sacramento County, CA, 95819
2420 N St, Sacramento, Sacramento County, CA, 95816	4211 Turnbridge Dr, Sacramento, Sacramento County, CA, 95823
480 Little River Way, Sacramento, Sacramento County, CA, 95831	2951-9 th Ave, Sacramento, Sacramento County, CA, 95818
2120-12 th St, Sacramento, Sacramento County, CA, 95818	5301 Elmer Way, Sacramento, Sacramento County, CA, 95822
2401 Florin Rd, Sacramento, Sacramento County, CA, 95822	6490 Harmon Dr, Sacramento, Sacramento County, CA, 95831
3801 Broadway, Sacramento, Sacramento County, CA, 95817	5201 Strawberry Ln, Sacramento, Sacramento County, CA, 95820
1901-60 th Ave, Sacramento, Sacramento County, CA, 95822	520-18 th St, Sacramento, Sacramento County, CA, 95814

Check if there are workplaces on file that are not identified here.

ALTERNATE II (SUBAWARDEES WHO ARE INDIVIDUALS)

- (1) The subawardee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

5. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the subawardee will comply with the above certifications.

Name of Applicant: _____

Printed Name and Title of
Authorized Representative: _____

SIGNATURE

DATE

DRAFT

Assurance of Compliance
Nondiscrimination in Federally Assisted Programs

OMB Burden Disclosure Statement

Sacramento City Unified School District

(Hereinafter called the "Applicant")

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-432), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation or both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any

planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Applicant (including the physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. §§ 1040 *et seq.*

Designated Responsible Employee

Name and Title (Printed to Typed)

Telephone Number

Signature

Date

Applicant's Name

() -
Telephone Number

Address:

Date

Authorized Official:
President, Chief Executive Officer
or Authorized Designee

Name and Title (Printed to Typed)

() -
Telephone Number

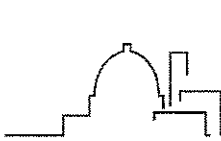
Signature

Date

Exhibits A – B (placeholder)

To be included in final signed contract

DRAFT



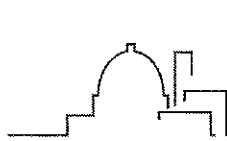
SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.®

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

Exhibit B

SCOPE OF WORK



SMUD

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Sacramento City Unified School District: Scope of Work

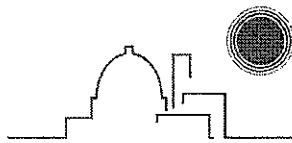
➤ Major System Components & Their Functions

The Sacramento City Unified School District (SCUSD) intends to expand the existing Johnson Metasys Control System. Currently, 34 individual schools within the school district are controlled and monitored by the Johnson Metasys Control System. Through this project, the Metasys Control System will be expanded to include 23 additional elementary schools. The expanded system will provide a complete integrated Digital Control System for equipment supervision, alarm management, energy management and historical data collection and archiving for the additional schools. The objective is to provide a fully integrated 57 School Johnson Metasys Control System that seamlessly interfaces the 34 existing schools with the 23 new schools. The new Metasys Controls for the 23 additional schools will interface with the two existing SCUSD - Johnson Controls Servers (Meta1 and Meta2) located at the District IT Server Room.

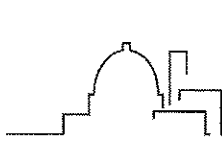
➤ Major Project Assumptions & Uncertainties

- Assumptions:
 - Contractor's bid will be under anticipated budget of \$2,455,000
 - **Construction materials** will be readily available
 - SCUSD Board will approve the subawardee agreement with SMUD
- Uncertainties:
 - Continued State budget cuts and/or increased deferred payments from the State
 - Contractor's fiscal stability

	Task	Completion Date	Description
1	Design, Bid and Award Construction Contract	8/4/11	Complete specifications and bid documents. Start advertising for project on 6/27/2011. A mandatory job walk with potential bidders will be held on 7/7/2011. SCUSD Board will vote to approve the Contractor's Low Bid.
2	Pre Construction	8/26/11	Contractor to submit insurance, acquire bonds, sign contract, begin submittal process, fingerprint employees, and submit construction schedule.



3	Support Auto-DR Preliminary Assessments	10/1/2011	Cooperatively work with SCUSD consultants and SMUD to develop an automated demand Response (Auto-DR) strategy for the overall project. Assure that the strategy is included and documented during the early stages of construction, and is carried out during the EMCS programming phase.
4	Construction	3/16/2012	Contractor provides all labor, equipment and materials to complete the project.
5	Commissioning	4/1/12	Provide continuous commissioning through the course of construction to assure intended operation of the EMCS for the 24 schools.
6	SMUD Auto-DR – validate system installation against control strategy	05/01/12	Participate with SMUD to review and evaluate completed Auto-DR control strategy prior SMUD initiated Auto-DR event.
7	SMUD – Conduct Auto-DR system tests /event	08/31/12	Participate in SMUD initiated Auto-DR event to assure intended deployment of Auto-DR control strategies. Manually initiated control of EMCS by SCUSD staff during an event does not qualify as an Auto-DR initiated event.
8	Metric and Reporting	4/22/15	Participate in limited reporting functions such as metrics reporting associated with Auto-DR and energy savings and greenhouse gas reduction benefits.



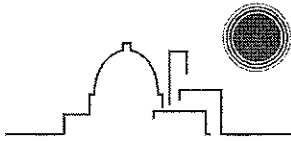
SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.®

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

EXHIBIT C

BUDGET



Applicant Name: Sacramento City Unified School District

Award DE-
 Number: OE0000214

Budget Information - Non Construction Programs

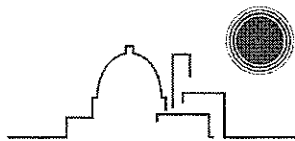
OMB Approval No. 0348-0044

Section A - Budget Summary						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. EMCS Expansion				\$1,350,000	\$1,350,000	\$2,700,000
2.						\$0
3.						\$0
4.						\$0
5. Totals		\$0	\$0	\$1,350,000	\$1,350,000	\$2,700,000
Section B - Budget Categories						
6. Object Class Categories	Grant Program, Function or Activity				Total (5)	
	EMCS Expansion	(2)	(3)	(4)		
a. Personnel	\$116,000				\$116,000	
b. Fringe Benefits					\$0	
c. Travel					\$0	
d. Equipment					\$0	
e. Supplies					\$0	
f. Contractual	\$2,580,000				\$2,580,000	
g. Construction					\$0	
h. Other					\$0	
i. Total Direct Charges (sum of 6a-6h)	\$2,696,000	\$0	\$0	\$0	\$2,696,000	
j. Indirect Charges	\$4,000				\$4,000	
k. Totals (sum of 6i-6j)	\$2,700,000	\$0	\$0	\$0	\$2,700,000	
7. Program Income					\$0	

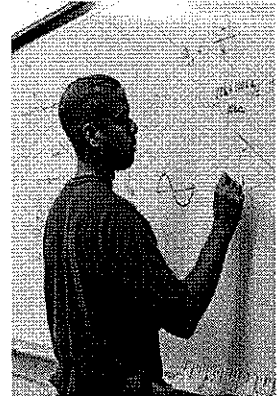
Previous Edition Usable

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Section C - Non-Federal Resources						
	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals	
8.	Measure I Bond		\$1,350,000		\$1,350,000	
9.					\$0	
10.					\$0	
11.					\$0	
12.	Total (sum of lines 8 - 11)	\$0	\$1,350,000	\$0	\$1,350,000	
Section D - Forecasted Cash Needs						
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter	
13.	Federal	\$1,350,000	\$299,500	\$739,000	\$311,500	
14.	Non-Federal	\$1,350,000	\$299,500	\$739,000	\$311,500	
15.	Total (sum of lines 13 and 14)	\$2,700,000	\$599,000	\$1,478,000	\$623,000	\$0
Section E - Budget Estimates of Federal Funds Needed for Balance of the Project						
	(a) Grant Program	Future Funding Periods (Years)				
		(b) First	(c) Second	(d) Third	(e) Fourth	
16.						
17.						
18.						
19.						
20.	Total (sum of lines 16-19)	\$0	\$0	\$0	\$0	
Section F - Other Budget Information						
21. Direct Charges		22. Indirect Charges				
23. Remarks						



Sacramento City Unified School District

District Improvement through School Quality Review (SQR) and Community Review



Prepared by Tim Boyce
July 17 2011

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Rev	Date	Originator	Checker	Approver	Description
1.01	2.16.11	Tim Boyce	Tom Antus	Trevor Yates	First draft proposal
1.02	2.18.11	Tim Boyce	Tom Antus	Trevor Yates	Second draft proposal
1.03	6.11.11	Tim Boyce	Kevin Hardy	Trevor Yates	Third draft proposal
1.04	7.17.11	Tim Boyce	Kevin Hardy	Trevor Yates	Final Proposal

For Further Information Please Contact:

Tim Boyce - Vice President
 Cambridge Education (LCC)
 4301 Hacienda Drive, Suite 300
 Pleasanton, CA, 94588
 Cell: 973-462-8424



email: tim.boyce@camb-ed-us.com

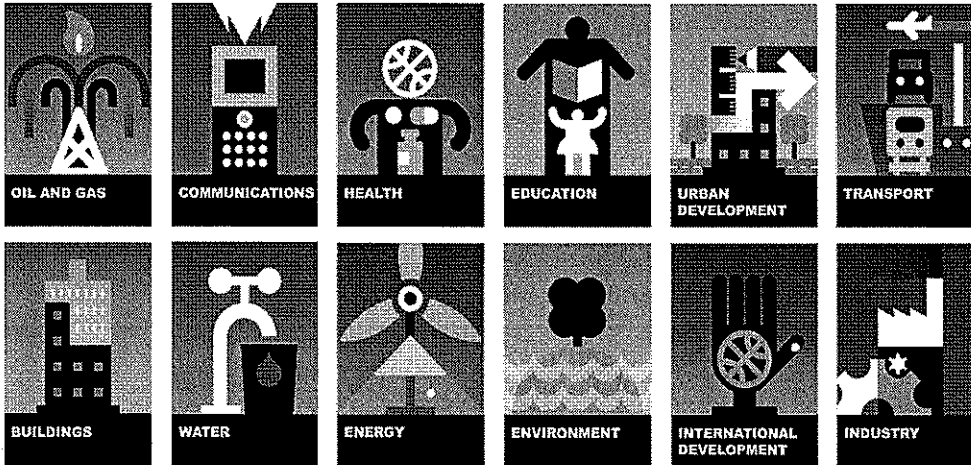
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1. Company History	4
2. The School Evaluation Process	5
3. The School Quality Review Process	6
4. Scope of Work	8
5. Pricing	10
6. Terms and Conditions	11

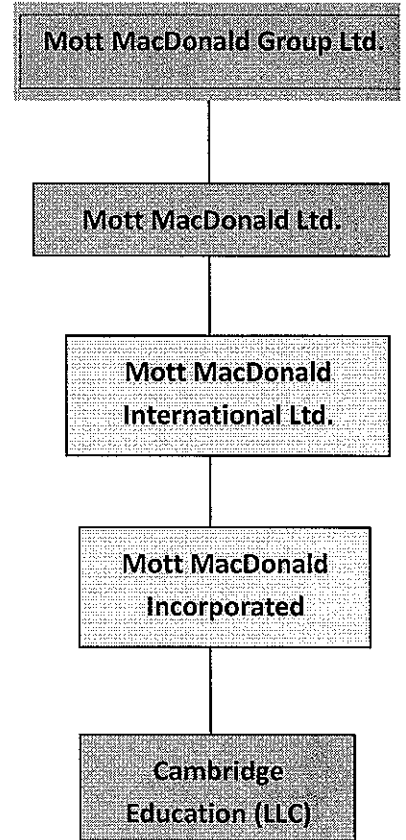
1. COMPANY HISTORY

Cambridge Education was founded in 1983 in the UK and works in over 45 countries around the world. Founded in 2004, Cambridge Education (LLC) is the US-based entity which makes available the worldwide consultancy, training, and change management experience of Cambridge Education to the US market.

Cambridge Education is a wholly owned subsidiary of the Mott MacDonald Group, a global independent multi-sector company.



The parent company, Mott MacDonald Inc., is also a US entity and acts as the conduit between Cambridge Education (LLC) and Mott MacDonald Group. The group employs over 14,000 staff, has annual revenues in excess of \$1.6 billion and is wholly owned by its employees.



Cambridge Education has been working in the US since 2002 and has since partnered with local school districts, national and regional foundations, state departments of education and other reform support providers. Cambridge's provision of technical experience is both wide and deep. Through its extensive national and international network of consultants, Cambridge is equipped to provide rapid response technical assistance (TA) and support across a broad variety of educational areas. Cambridge Education has led initiatives in 24 states and in over 250 school districts. The range of offerings includes diagnostic and evaluative studies at the school, district and state level, school turnaround strategies, education management, leadership development for principals, lead teachers and central office personnel, specialty audits (such as in ELL or Special Education) and scaling of best-practices.

Cambridge has developed and maintains an exceptional team of 400 professional staff and a network of 3,000 education consultants worldwide. In the U.S., we have a team of over 40 full-time dedicated professionals and regularly draw on the expertise of our international staff and extensive US and worldwide consultant network for specialized projects. Our professional staff and consultants are all highly accomplished former teachers and educational leaders and recognized experts in the fields of transformation, quality review, continuous school improvement, leadership development, instructional design, student achievement, and change management.

THE SCHOOL EVALUATION PROCESS

Over the past nine years we have provided technical assistance and support to a wide range of clients across the US, including Sacramento City Unified School District (SCUSD) to help them to develop a coherent system of school baseline assessments and quality reviews. In developing these systems we initially called upon on our extensive experience and expertise of delivering both the English and the Scottish models of school self-evaluation and external review. Over the intervening years, however, based on our experience and expertise of leading over 4,000 US school and districts reviews, we have developed a well-deserved reputation for designing, developing and implementing tailor made review processes which draw on the best practice form around the world to meet the specific requirements of our US clients

Purpose of school review

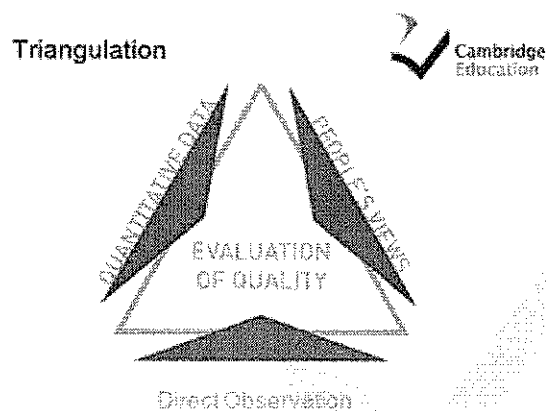
An effective school quality review (SQR) program gives districts a really clear understanding of their schools so that they know which ones are making the greatest positive impact on student learning and are adding the most value. It also helps the district, through the process of root cause analysis, to identify which key factors have led to the school developing in this way. The process of school review also helps schools to improve the quality of education they provide and to focus even more sharply on raising the educational standards achieved by the students. The review process offers an additional support for any on-going self-evaluation that is being carried out and to act as a springboard for school development and improvement planning.

Role of self-evaluation

The review and the report which follows are an important part of a culture of self-appraisal and school improvement. When school evaluation is set within a culture of self-introspection, analysis of results and action, it becomes a very powerful tool for school improvement. The school's capacity to succeed is highly dependent on the leadership's vision of the school and the management of an organization which is self-critical and willing to make adaptations for the sake of school improvement.

Site Based Evaluation

At the cornerstone of a high quality and effective review system is effective classroom observation with a focus on learning and teaching. Therefore a key component of the review process is the site-visit and the collection of first hand evidence which enables the triangulation of information to form a holistic evidence base from which judgments on the strengths and areas for improvement are made.



Evaluation criteria

Reviewers in Sacramento use evaluation criteria designed in conjunction with the district to evaluate the key aspects of the school's work and its impact on student achievement.

The six domains are as follows:

- Progress and Student Achievement
- Quality of Learning, Teaching and Assessment for Learning
- Curriculum Provided and Experienced
- Leadership, Management and Accountability
- School Culture and Personal Development
- Partnership with parents, guardians and the community

Overall judgment

By the end of the review, from the evidence gathered, the review team will have decided its judgment on two key questions:

- How good is the school?
- What should the school do to improve?

2. THE SCHOOL QUALITY REVIEW PROCESS

School quality reviews have four stages:

- Stage 1: Pre-review work, including the pre-review visit
- Stage 2: School review visit
- Stage 3: On-site Feedback
- Stage 4: Written- report

Stage 1: Pre-review work

Preparation

Experience has shown that thorough preparation is essential in order to give full value to the school. The lead reviewer and any team members need to have a very good knowledge and understanding of the school, including its results and its context, in order to make a valid assessment. Additionally, when the school leader has a good understanding of the process and its purposes, he or she is better equipped to use the preparation time to benefit the school and staff. If administration and teachers know what to expect, they will be well prepared, less apprehensive and more able to use the process as an opportunity for personal and professional development and for making a contribution to the school's development and improvement.

School self-evaluation

At least two weeks before the review, the school leader completes *the Self Evaluation Form (SEF)*. This is a very important part of the process. When completed thoughtfully and thoroughly, it not only helps the review team to understand the school, but it also provides an insight into how well the school knows and evaluates its own work and effectiveness. Following the review many schools go on to use the self evaluation rubric provided to complete additional annual evaluations of the whole school and also to evaluate the effectiveness of grade levels or subject areas.

Preparation of review teams

All reviewers have in-depth experience and knowledge of using a generic framework for the review of schools, but they are also given a full day's briefing, when joining the project, to ensure that they understand the interpretation and application of this framework in the local environment. This ensures that they fully understand the terminology that is in regular use in SCUSD schools. We ensure that reviewers are kept up to date with emerging advice or in refinements in practice by holding a mandated professional development and update session each week. This meeting not only helps us to maintain consistency of practice but provides a forum for the sharing of best practice.

Lesson observation

A high percentage of time is spent observing how well students learn as a result of the teaching they receive. This is the **cornerstone activity** in making the evaluation of "how good is the school?" Principals will receive specific feedback on the quality of learning and teaching. This feedback will concentrate on discussions around two key learning based questions:

1. Learning was best when?
2. Learning could have been even better if?

Engaging teachers, students and parents

Reviewers will talk with a focus group of approximately eight students in order to assess their understanding and knowledge of different subjects, their attitudes towards work and their view of life at school. Reviewers also speak with large numbers of students as they move around the school visiting classes and engaging in various other data collection activities. A similar meeting is also scheduled with a focus group of parents.

Reviewers will also request opportunities to discuss student performance data, to examine planning with teachers and to talk about samples of work with students. When necessary, time will also be taken to discuss with appropriate staff the use and significance of curriculum documents, such as scope and sequence and records of internal assessments. The school is always encouraged to share any other relevant documentation or indicators of achievement and progress to show what they are doing to support how well students are doing.

Stage 3: On-site Feedback

Throughout the visit, the lead reviewer meets with the school leader at least once a day, and usually more often to give feedback on the progress of the review, check on the school leader's views and feelings about the process and request any other areas of information necessary. Each day, the lead reviewer will give an overview of classroom observations. The school leader can also direct feedback to the lead reviewer on any issues, concerns or matters which require follow-up. It is important that the school leader makes time for this daily meeting. If the lead reviewer has been effective in communicating with the school leader and the school leader has also been willing to raise issues, and give and receive feedback on the review on behalf of his/her staff, then the school will gain more from the process and focus is placed firmly on the evaluation as a tool for school improvement.

At the end of the visit the lead reviewer and team members provide a written and verbal feedback to the school leader. The team will also develop a list of key issues for future school action and development based on these findings which will provide a practical basis for school improvement. By this stage the team will have identified the school's strengths as well as areas which need to be developed further. How well

the school knows and understands its own strengths and weaknesses is an essential part of the review. These judgments will be agreed by the whole review team in team meetings and then, when they have a common view, will be shared with the school.

School Development and Improvement Planning

A few days after the review has been completed, but before the publication of the final draft of the report, a reviewer will return to the school to complete the school development and improvement planning process (SDIP). This will encourage school leaders to clearly define their vision and mission for the school and using the quality review outcomes as a benchmark will prioritize their actions for the short term (next three months), mid-term (next year) and long term (next three years). Having identified no more than three big priorities the Cambridge Education consultant will then work with the team to map out exactly how these priorities will be auctioned. Time will be taken to identify the success criteria, interim assessment points, the people responsible, the resources required and many other key details. In this way the school is left with a very clear roadmap for its future development

Final written report

This on-site feedback is followed by a full report. This is generally about 3500 words and details the context of the school, the main strengths and areas for improvement, an overall evaluation and a detailed section of approximately 500 words for each of the main domains detailed in the review criteria. This will be completed and sent in first draft to the school within 20 working days from the first day of the review.

Once the school has completed a factual accuracy check and any minor changes have been made the document will be complete. The resultant report should provide an excellent baseline for future development and should effectively inform the subsequent actions of both the school and the district. In order to conduct effective school quality reviews we will work with the district staff from SCUSD to develop and agree the following:

3. SCOPE OF WORK

Reviewer Training for SCUSD Administrative Personnel

Cambridge Education will train a group of forty Central Office staff and building level leaders to Level 1 standard in the process of School Quality Review. This professional development includes hands-on participation in at least one School Quality Review in a SCUSD school.

- Face to face training (2 days)
- Reflection and next steps (1 day each for 2 groups)

Writing Training for SCUSD Administrative Personnel

Cambridge Education will give one day of writing training to all of the previously trained SCUSD reviewers and one day of training for the forty newly trained staff. This reading will be facilitated by the trainer and three assistants (review leaders/).

Thirty School Quality Reviews

A combined process of School Quality Reviews and school improvement planning (see following) will identify individual schools' strengths and areas of improvement, as well as half a day of coaching to help the school develop strategic goals and action plans focused on review results and evidence. It is proposed to conduct 15 reviews in the fall of 2011 (October) and a further 15 in the spring of 2012, following a

similar program to that used this year. This process will be completed in conjunction with the training of team reviewers from the district.

- Two review days per school
- Report writing and editing
- Quality Assurance

Individual School Improvement Planning

Cambridge Education will continue to provide a half day on site following each of the School Quality Review visits. This session provides the school leadership team with on the job training and support to identify areas and strategies for Continuous School Improvement. This on site consultancy/training program will focus on the integration of data sources (achievement indicators, SQR results, self evaluation) and action planning for improvement.

- School Improvement Planning (half a day per school)

4. PRICING

Evaluation, Accountability and School Improvement for the Academic Year 2010/11	Total
Reviewer training for a cohort of 20 school leaders and district staff	\$7,250
Training 40 principals and staff new to SQR	\$9,775
Two days of writing training (one for new folk and one for existing reviewers)	\$9,775
Thirty School Quality Reviews(SQR) including reviewing, reporting and quality assurance	\$234,000
Individual School Development and Improvement sessions (30 x 4 hours)	\$39,000
TOTAL CHARGES	\$299,800

5. TERMS AND CONDITIONS

1. DEFINITIONS

'Consultant' means Cambridge Education (LLC) and its legal successors. 'Client' means the person, firm, company or organization for whom the Consultant is performing the Services. 'Agreement' means the contract referred to in Clause 2. 'Services' means the services to be performed by the Consultant in accordance with the proposal from the Consultant. 'Project' means the project or works for which the Client has commissioned the Services.

2. GENERAL

Unless and until a formal agreement is entered into, the Client's acceptance of the proposal for Services from the Consultant or a request for some or all the Services to be performed by the Consultant, shall constitute a binding contract between the Client and the Consultant which contract will be subject to any terms and conditions contained or referred to in the aforementioned proposal and these terms and conditions. In the event of any conflict, the terms and conditions in the proposal shall prevail over these terms and conditions.

The Agreement so formed shall supersede all previous understandings, commitments or agreements whether written or oral between the Client and the Consultant relating to the subject matter hereof. No person or entity shall have any rights in relation to this Agreement, whether as third parties or otherwise, save the parties to this Agreement.

Should any term or condition of this Agreement be held to be unenforceable then such term or condition shall be disregarded and the remaining terms and conditions shall remain in full force and effect.

3. PERFORMANCE OF SERVICES AND SCOPE

The Consultant shall perform the Services using the degree of skill care and diligence to be expected from a consultant experienced in the provision of services of similar scope size and complexity. The Consultant shall use reasonable endeavors to complete the Services within the time or program agreed but shall not be responsible for any delay beyond the reasonable control of the Consultant.

The fee contained in the proposal is for the scope of works as defined therein. If not already contained in the proposal the Consultant and the Client shall agree as an initial activity an integrated project design program to include the activities of all the parties to the Project relevant to the Services to be supplied by the Consultant. The aforesaid program shall show the key dates for final information and the delivery of such to the Consultant so as to enable the Consultant to carry out the design in an efficient once through manner to achieve the program delivery dates for the Services.

Where the Consultant is required by the Agreement to perform "pre-tender" design services the Client shall determine the elements of the project to be designed and the level of detail and refinement required for each element. The Client agrees that such "pre-tender" design will be commensurate with the information available at the time and that the design may require changes and/or additions when such is finally completed. The Client accepts that any reliance placed on the incomplete elements of the design shall be at the Client's risk. Where any element of the fee for

work already carried out is deferred to a later stage of the Project such element shall become payable immediately should the Client not proceed with the Project for any reason.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Consultant and the Client shall keep confidential all information pertaining to the Services.

4.2 Consultant acknowledges that Client is a public school district and that certain Client data is protected and governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and agrees that it shall maintain the confidentiality of such data in accordance with FERPA.

4.3 Copyright for all reports, documents and the like produced by the Consultant in the performance of the Services shall remain vested with the Consultant but the Consultant shall grant an irrevocable royalty free license to the Client to use such reports, documents and the like for any purpose in connection with the Project.

5. LIABILITY

5.1 The Consultant shall be liable to pay compensation to the Client arising out of or in connection with this Agreement only if a breach of the duty of care in Clause 3 is established against the Consultant.

5.2 Notwithstanding any other term to the contrary in the Agreement or any related document the total liability of the Consultant under or in connection with the Agreement in the aggregate for all claims, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise shall be limited to a sum equivalent to the fee payable under the Agreement or \$50,000, whichever is the lesser, or such other sum as may be expressly stated in the Consultant's proposal, provided always that any such liability of the Consultant shall be limited to such sum or sums as it would be just and equitable for the Consultant to pay having regard to the Consultant's responsibility for the same and on the basis that all other parties appointed or to be appointed by the Client to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Agreement and shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard to their responsibility for any loss or damage and providing that it shall be deemed that such parties have not limited or excluded their liability to the Client for such loss or damage in any way which may be prejudicial to the Consultant's liability under this clause. Nothing in this clause shall operate to exclude or limit the Consultant's liability for death or personal injury.

* 5.3 The Client shall indemnify, defend and hold the Consultant harmless from and against all claims, demands, proceedings, damages, costs and expenses arising out of or in connection with this Agreement or the Project in excess of the liability of the Consultant under this Agreement or which may be made in respect of events occurring after the expiry of the period of liability stated in this Agreement.

5.4 No action or proceedings under or in connection with this Agreement shall be commenced against the Consultant after the expiry of two years from completion of the Services.

6. INSURANCE

- * The Consultant shall arrange Professional Indemnity Insurance cover for the amount stated in Clause 5(ii). The Consultant will use all reasonable endeavors to maintain Professional Indemnity Insurance cover for the period stated in 5(iv) above, providing such insurance remains available to the Consultant at commercially reasonable rates.

7. CLIENT'S OBLIGATIONS

The Client shall supply, without charge and in such time so as not to delay or disrupt the performance of the Consultant in carrying out the Services, all necessary and relevant information, in his possession or available to him from his other agents or consultants and all necessary approvals or consents. The approval or consent by the Client to the Services shall not relieve the Consultant from any liability under this Agreement.

8. PAYMENT

8.1 The Client shall pay the Consultant for the Services in accordance with the proposal and this Agreement. If the Consultant performs any additional services or if the Services are delayed or disrupted for reasons beyond the reasonable control of the Consultant then the Consultant shall be entitled to such additional fees as are fair and reasonable in the circumstances. The Consultant may render an invoice at monthly intervals for services properly performed. The agreed invoice, or in the event of a dispute the undisputed element, shall be paid within 28 days of receipt of the invoice by the Client (the final date for payment).

8.2 The Client shall not withhold any payment of any sum or part of a sum due to the Consultant under the Agreement by reason of claims or alleged claims against the Consultant unless the amount to be withheld has been agreed between the Client and the Consultant as due to the Client or such sum arises from an award in adjudication, arbitration or litigation in favor of the Client and arises under or in connection with the Agreement. Save as aforesaid all rights of set off at common law, in equity or otherwise which the Client may otherwise be entitled to exercise are hereby expressly excluded.

8.3 To the extent this Contract requires expenditures by Client in future fiscal years, such requirement shall be contingent upon and subject to the Client making sufficient appropriations for that purpose. In the event such appropriations are not made, the Client shall promptly notify Consultant and this Contract shall thereupon terminate.

9. TERMINATION

If a party is in breach of a material term of this Agreement and despite written notice from the other party fails to remedy such breach within 30 days or such other period as may be agreed between the parties, then the other party shall be entitled to terminate this Agreement forthwith.

10. DISPUTE RESOLUTION

Client and consultant agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by the Client and the Consultant.

11. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the law of California as determined by the location of the Project.

12. ADDITIONAL CONSULTANCY

Cambridge Education will provide further training and consultancy as requested at additional cost to the client.