



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: September 6, 2018

Subject: Approval of 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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None

Financial Considerations: See attached.

LCAP Goal(s): College, Career & Life Ready Graduates; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Dr. John Quinto, Chief Business Officer
Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

New Grant

Amount

COLLEGE & CAREER READINESS

California Department of Education A19-00018	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$487,081 No Match
<p>7/1/18 – 6/30/19: Carl Perkins Career and Technical Education (CTE) Grant. Perkins funds support the improvement, enhancement, and expansion of the district's 22 Career Technical Education programs, serving over 3,000 students in grades 9-12 at following schools: American Legion High School, C. K. McClatchy High School, Health Professions High School, Hiram Johnson High School, John F. Kennedy High School, Luther Burbank High School, New Technology School of Design, Rosemont High School and School of Engineering and Sciences. Perkins funds are used to purchase industry specific state-of-the-art equipment, software, and professional learning services. In collaboration with core academic instruction, SCUSD CTE programs help to ensure college and career ready students. These programs also strengthen relationships with local industry and postsecondary education partners.</p>		

CONTINUOUS IMPROVEMENT & ACCOUNTABILITY

Bill & Melinda Gates Foundation A19-00017	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$75,000 No Match
<p>8/1/18 – 6/30/19: The Advising challenge will allow the District to pilot efforts to support our Equity, Access and Social Justice Guiding Principle which states that "all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options." Funding will provide dedicated staff time to guide our highest need students from high school graduation through college enrollment. Staff will advise students to apply to and enroll at institutions that support their success; to support them to successfully navigate financial aid and affordability issues; and to help them avoid summer melt. Low-income African American, and Hispanic students who have been accepted at a University of California (UC) or California State University (CSU) school will be the focus of this funding. Up to 1,000 seniors will be served from all of our high schools.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Contractor

Description

Amount

ADULT EDUCATION

California Fire Fighters Joint Apprenticeship Program SA19-00114	<p>7/1/18 – 6/30/19: Agreement for Apprenticeship Program for Related and Supplemental Instruction to California Fire Fighters. Apprenticeship funding for Related and Supplemental Instruction (RSI) is provided by California Department of Education for 71,963 hours at \$6.26 per hour. The district retains 10% of revenue generated by attendance in the program.</p>	\$405,440 Adult Education Funds
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FACILITIES SUPPORT SERVICES

Newcomb Anderson McCormick SA19-00162	<p>8/17/18 – Completion of Services: Provide program assistance for Prop 39 projects by assembling bid packages and completing California Energy Commission reporting requirements.</p>	\$168,586 Prop 39 Funds
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APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Printers, Computers, Laptops, Projectors, Typewriter, Television	Golden Empire Elementary	\$0.00	Salvage
Computers, Monitors	Washington Elementary	\$0.00	Salvage
Computers, Monitors, Printers, Television	Transportation	\$0.00	Salvage
Televisions, VCR's, Printer	John Sloat Elementary	\$0.00	Salvage

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for American Legion Core Academic Renovation

Recommendation: Award to Landmark Construction

Amount/Funding: \$8,666,212; Measure Q Funds

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Walker Telecomm, Inc.	E-Rate 20 Network Upgrade	8/16/18

OFFICE OF THE SUPERINTENDENT
Sacramento City Unified School District

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

AUG - 6 2018

Grant Award Notification

RECEIVED

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY 18	PCA 14894	Vendor Number 67439	Suffix 00
Attention Jorge Aguilar				STANDARDIZED ACCOUNT CODE		COUNTY	
Program Office Office of the Superintendent				Resource Code 3550	Revenue Object 8290	34	
Telephone 916-643-9000						INDEX	
Name of Grant Program Carl D. Perkins Career and Technical Education Improvement Act of 2006						0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$487,081	0	\$487,081	0	July 1, 2018	June 30, 2019	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.048A	V048A180005	Carl D. Perkins Career and Technical Education Improvement Act of 2006			Department of Education		
<p>I am pleased to inform you that you have been funded for the Carl D. Perkins Career and Technical Education Improvement Act of 2006.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original signed Grant Award Notification (AO-400) within 10 business days to:</p> <p align="center">Sarah Chambers, Staff Services Analyst Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Charlene Cowan				Job Title Education Programs Consultant			
E-mail Address CCowan@cde.ca.gov					Telephone 916-323-4747		
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tom Tomalakson</i>					Date July 26, 2018		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature ▶					Date		

BILL & MELINDA GATES foundation

GRANT AGREEMENT Investment ID OPP1199509

AGREEMENT SUMMARY & SIGNATURE PAGE

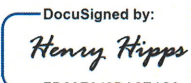
GRANTEE INFORMATION	
Name:	Sacramento City Unified School District
Tax Status:	Governmental unit within the meaning of U.S. IRC § 170(b)(1)(A)(v) and 170(c)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	5735 47th Avenue Sacramento, CA, 95824 United States
Primary Contact:	DiAnne Brown, Grants Coordinator , dianne_brown@scusd.edu

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	Bill Tucker, Senior Advisor, College Ready, Bill.Tucker@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	To & Through Advising Readiness Challenge 16 of 20
"Charitable Purpose":	to support college advising
"Start Date":	Date of last signature.
"End Date":	June 30, 2020
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> • Grant Amount and Reporting & Payment Schedule (Attachment A) • Terms and Conditions (Attachment B) • Applicant's Proposal Submitted to the To & Through Advising Challenge (submitted on or before 05-31-2018) • Grant Commitments and Reporting Requirements (Attachment C)

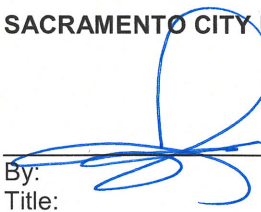
THIS AGREEMENT is between Sacramento City Unified School District ("SCUSD," "You" or "Grantee") and the Bill & Melinda Gates Foundation ("Foundation"), and is effective as of the date of last signature. Each party to this Agreement may be referred to individually as a "Party" and together as the "Parties." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

BILL & MELINDA GATES FOUNDATION

DocuSigned by:

 By: Henry Hipps
 Title: Deputy Director, U.S. Program
 July 31, 2018

 Date

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: 
 Title: _____

 Date 8/17/18

GRANT AGREEMENT
Investment ID OPP1199509

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

REPORTING & PAYMENT SCHEDULE

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
	Countersigned Agreement		Within 15 days after receipt of countersigned Agreement	\$75,000
Start Date through June 30, 2019	Data and Indicators reporting Current situation and root cause analysis Implementation plan and strategy Grant expenditures	July 31, 2019	September 2019	\$15,000
July 1, 2019 to June 30, 2020	Final report on progress and data, grant expenditures	August 30, 2020		
Total Grant Amount				\$90,000

GRANT AGREEMENT
Investment ID OPP1199509

ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Proposal Narrative and/or Results Framework and Tracker.

DATA COLLECTION AND RELEASE TO FOUNDATION

The Foundation may request that You or an appropriate entity: (a) participate in surveys; (b) respond to requests for information; and (c) provide certain data to the Foundation for additional research and evaluation during the term of this Agreement and for 5 years thereafter. You agree (x) to reasonably comply with such requests, and (y) that the Foundation may disseminate such data and research results. Unless otherwise specified in writing, the Foundation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable."

EVALUATION

You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation relating to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or findings.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a)

the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

LICENSE TO THE FOUNDATION

For the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to: make, use, sell, offer to sell, import, distribute, copy, modify, create derivative works, publicly perform and display the Funded Developments and any Background Technology incorporated into a Funded Development or required to use a Funded Development. In the event You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without such a license (or a license of different scope) the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "*Publication*" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions consistent with the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports related to the Funded Developments, Background Technology, and any related agreements using the Foundation's templates or forms, which the Foundation may modify from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

SCHOLARSHIPS AND FELLOWSHIPS

You will have sole discretion over Your selection of any scholarship and fellowship recipients under this Agreement and must conduct the selection process independently of the Foundation.

TRAVEL STIPENDS AND CONFERENCE FEES

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

PUBLICITY

PUBLICITY BY THE FOUNDATION

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

PUBLICITY BY YOU

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation's name or logo. Please email Your request to: grantee.comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc.

PUBLICITY BY OTHERS

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

OTHER

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress

report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
- b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation, in its discretion, may approve in writing any request by You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, (b) applied to another Foundation-funded project (current or under consideration), or (c) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification,

amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

ATTACHMENT C
GRANT COMMITMENTS AND REPORTING REQUIREMENTS

These commitments were listed as part of the Request for Proposal. Grantees will receive coaching, guidance, and expertise from the National College Access Network to support them in fulfilling these commitments.

Grant Commitment	Reporting Requirement
Report on Estimated Postsecondary Completion and adopt a measurement framework using key predictive indicators	Data and Indicators Reporting <ul style="list-style-type: none"> • Calculate and report on the Estimated Postsecondary Completion outcome measure, disaggregated by school, race/ethnicity, and free/reduced lunch • Report on the indicators that the grantee has adopted in its measurement framework, along with baseline data for each indicator
Analyze current student data – disaggregated by race/ethnicity and income.	Current situation and root cause analysis
Understand all the actors currently providing postsecondary advising in schools and the surrounding community.	Current situation and root cause analysis
Based on the initial analysis of current student data and context, develop an initial aim & goals for improvement during the 2019-2020 school year.	Implementation plan and strategy
Develop the capacity for ongoing measurement, disaggregated reporting, and use of indicators for improvement at both the school & district levels.	Implementation plan and strategy
Implement key enabling conditions and leadership commitments at both the school & district levels.	Implementation plan and strategy
In conjunction with school leaders, counselors, educators, and community partners, create an implementation plan to ensure systemic access to effective advising. This plan may include strengthened partnerships with college access organizations, higher education institutions, and other community supports.	Implementation plan and strategy
Commit to continued measurement, usage, and reporting of key indicators and outcomes in the second year of the grant.	Report on progress and data from the above commitments

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2018, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Firefighter EMTs, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2018 through June 30, 2019.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.
2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with the CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 71,963 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CAL-JAC

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.
2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CAL-JAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District
Attn: Susan Lytle-Gilmore, Director
5451 Lemon Hill Avenue
Sacramento, CA 95824

California Firefighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Executive Director
1780 Creekside Oaks Drive
Sacramento, CA 95833
2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CAL-JAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.


IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Firefighter
Joint Apprenticeship Committee

Jorge A. Aguilar
Superintendent

Date: _____



Yvonne de la Peña
Executive Director

Date: 8/6/18

SERVICES AGREEMENT

Date: August 17, 2018 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Newcomb Anderson McCormick, Inc. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Provide Prop 39 consulting services per proposal dated August 17, 2018 (see Exhibit B).

ARTICLE 2. TERM.

This Agreement shall commence on August 17, 2018, and continue through completion of services, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Flat Rate: The total payment to Contractor, including travel and other expenses, shall not exceed One Hundred Sixty-Eight Thousand, Five Hundred Eighty-Six Dollars (\$168,586).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of John Borges, Energy Manager, Sacramento City Unified School District, 425 1st Avenue, Sacramento, CA 95818.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Jessica Sulli, Contracts

Contractor:
Newcomb Anderson McCormick, Inc.
201 Mission St Ste 2000
San Francisco, CA 94105
Attn: John M. Newcomb, SVP

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

NEWOMB ANDERSON MCCORMICK, INC.

By: _____

John Quinto
Chief Business Officer

By: _____

John M. Newcomb
Senior Vice President

Date

Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

John M. Newcomb
Senior Vice President

Date

EXHIBIT B

August 17th, 2018

P-2637.01

Mr. John Borges
 Energy Manager – EMIT – Prop 39
 Sacramento City Unified School District
 425 1st Avenue, Sacramento, CA, 95818

Subject: Extension of Prop 39 Energy Consulting Services – Charter School Implementation

Dear Mr. Borges,

After submitting Prop 39 Energy Expenditure Plans (EEPs) for 12 charter schools and the 18 district sites in February, Newcomb Anderson McCormick, Inc. (NAM) is excited to confirm that over \$8.1 million in Prop 39 funding has now been secured for Sacramento City Unified School District! With this important milestone reached, NAM is pleased to discuss the continuation of our Prop 39 support to the district with the following proposed scope of implementation services for the charter school sites. From our initial kick-off of work in April of 2017 to now, we look forward to building upon our history of success with the District's energy conservation projects.

NAM is extremely familiar with all types and sizes of California K-14 facilities and their energy-using systems. In the last 3 years, NAM has managed over \$186 million in energy projects for its educational and institutional clients. Further details and case studies on NAM's experience are provided at the end of this proposal.

Prop 39 allocates funding to an activity that optimizes a facility's energy use. Prop 39 funds can be used by the District to pay in-house staff or to hire a consultant to perform these services once their plan is approved. As depicted in the table below, the charters have over \$2.6M of Prop 39 funds secured, of which \$168,586 will be used for Energy Manager and Prop 39 consulting specific to implementation services.

Prop 39 Funding Allocation			
Funding Source	Total Funding	Planning Funds	Energy Manager Funds
Bowling Green	\$299,435	\$4,587	
California Montessori Project	\$255,666		
Capitol Collegiate Academy	\$262,688		
George Washington Carver	\$260,144	\$1,014	
New Technology High	\$262,448		
Oak Park Preparatory Academy	\$221,780	\$15,904	\$19,829
Sacramento Charter High	\$298,489		
Sol Aureus	\$257,153	\$32,324	
The Language Academy of Sacramento	\$274,297	\$55,213	\$18,804
The MET	\$249,201		\$20,911
TOTALS	\$2,653,127	\$168,586	

NAM proposes to assist the District by assembling the bid packages and completing CEC reporting requirements for the Prop 39-funded energy conservation projects included in the approved charter EEPs, as detailed below.

As can be seen in the following tables, ~\$2.2 million of project costs include measures which are to be implemented across multiple district and charter sites and therefore will be closely coordinated with district specifications in development. The remainder of the project funding, \$634k, pertain to charter-specific projects which vary by charter site. NAM's value-add to the district comes in the form of our full familiarity with the details of the projects which we personally developed, as well as our understanding of the technical aspects of the projects outlined for the various charter sites.

Charter Sites with District Measure Overlap		
No. of Schools	Measure Description	Cost Est
8	HVAC - Rooftop Units	\$753,884
8	HVAC - Wall Heat Pumps	\$417,863
2	HVAC - High Tonnage Package Units	\$63,552
2	HVAC - Split Systems	\$265,770
12	Lighting - Interior Tube LEDs	\$481,178
11	Lighting - Exterior	\$102,511
9	Lighting - Occupancy Sensors	\$18,959
3	Lighting - Interior (Other)	\$8,695
4	HVAC Controls - Thermostats	\$11,150
Oak Park	Pool Pump VFDs + Controller + Cover	\$65,342
Charter Measure Overlap Project Costs		\$2,188,904

Charter-Specific Project Costs		
Schools	Measure Description	Cost Estimate
(4) Schools	Solar PV	\$329,038
Language Academy	HVAC - Replace Chiller	\$127,532
PS7	HVAC - Replace Furnace	\$38,958
(2) Schools	HVAC - Window AC Unit	\$21,120
Capitol Collegiate	HVAC - Replace Ammonia units	\$25,194
(2) Schools	HVAC- Replace Absorption AC unit	\$11,175
G. Washington	HVAC - Install HVAC VFDs	\$12,325
Sac Charter High	HVAC Controls - VFDs on Central Plant	\$29,250
Oak Park Prep	HVAC Controls - Space Heating Boiler	\$17,000
(2) Schools	HVAC Controls - Restore economizer	\$8,155
(2) Schools	HVAC Controls - Evaporator Fan	\$7,428
Oak Park Prep	HVAC Controls - Kitchen Air Curtain	\$1,500
Oak Park Prep	Other - PC Power Management	\$2,535
George Washington	Other - Replace CRT Monitors	\$1,250
Oak Park Prep	Other - Hot Water Piping Insulation	\$600
Bowling Green	HVAC Controls- Optimize Schedules	\$800
Capitol Collegiate	HVAC Controls - Optimize Kitchen Fan	\$285
Charter-Specific Project Costs		\$634,145



Based on actual Prop 39 funding available and firm bids received, NAM will work with the District to make any necessary amendments to the project mix on the existing EEP to *ensure that all available Prop 39 funding is utilized and to minimize or eliminate out of pocket (non-Prop 39) expenses for the district*. After working with NAM, Sacramento City USD will have a robust plan to use all available Prop 39 dollars, follow the program guidelines, and be sufficiently transparent to withstand scrutiny from program auditors.

A detailed breakdown of NAM's proposed energy manager tasks and estimated costs, which can be entirely covered by the Charters' Prop 39 unused planning funds, are presented in the table attached. NAM's proposed energy manager services include implementing bid packages for the identified scope of work and submitting the required annual and final Prop 39 reporting as required by the CEC. This scope of work also would include the necessary modifications to the EEP and associated calculations as necessary to verify SIR compliance with any changes in project scope. NAM is currently providing these services to other K-12 districts around California and would look forward to the opportunity of working with SCUSD.

The variable nature and complexity of the tasks that NAM proposes in this scope of work necessitate that not-to-exceed estimates be given for each task presented. However, due to the individual needs of the district, and the unpredictable circumstances surrounding this specific procurement process, some flexibility will be needed between tasks. Accordingly, Newcomb Anderson McCormick proposes this work on a time and materials basis for our efforts, with a not-to-exceed budget of **\$168,586**. This budget represents 6% of the total Prop 39 construction costs for the Charter schools and provides the Charter schools with the latitude to support their Prop 39 needs, all while being funded entirely with Prop 39 Energy Manager funds without District contribution.

Newcomb Anderson McCormick welcomes the opportunity to continue to provide these services in the coming months, and looks forward to ensuring the success of this and future efforts.

If we can provide any additional information or answer questions regarding the NAM proposal for continued services, please contact me or Dominic Molinari directly. All correspondence should be directed to me at the address, telephone, or fax number below, and I can be reached via e-mail at john_newcomb@newcomb.cc. We look forward to speaking with you, and working with the District on this extremely important program.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'J' and 'N' followed by a horizontal line.

John M. Newcomb
Senior Vice President
Newcomb Anderson McCormick



BREAKDOWN OF IMPLEMENTATION SERVICES TASKS

Task	Activity	NAM Effort	
		Hours	Est. Cost**
1. Assembly of Bid Packages	Collection of Site Maps, Equipment Inventory, Project Scope Details	80	\$14,000
	Coordination with District Staff to Align Equipment Specifications	50	\$8,750
	Review and Revision of Audit Report calculations as necessary to provide sufficient detail for bid package	180	\$31,500
	Conduct Site Visits or Coordinate with District Staff to Reconcile any Informational Deficiencies, as necessary	40.3	\$7,061
	Consolidation of Project Scope Information into Formal Bid Package	100	\$17,500
2. Closeout & Reporting	Prepare and submit all CEC annual reports and close-out reports as required for Prop 39	160	\$28,000
	Conduct modifications to the EEP and associated calculations as necessary to verify SIR compliance with any changes in project scope	170	\$29,750
	Support collection of required Prop 39 documentation from contractors	60	\$10,500
	Review commissioning and as-built documents	73	\$12,775
	Final Report to CEC, Staff and Board if Needed	50	\$8,750
Total		963	\$168,586

** Estimated costs are based on using an average billing rate of \$175/hour.

