



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: June 26, 2025

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

1. Entitlements, and Other Income Agreements

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Steven Meadows, Budget Analyst

Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

New Grant

Amount

COLLEGE AND CAREER READINESS

California Department of Education G25-00021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1,829,693 No Match
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Period: 7/1/24 – 12/31/26 Description: 2024-25 CTEIG State Grant Award to fund Career Technical Education (CTE) programs across the district. Used at the high schools to fund CTE positions, materials, and supplies.

SAFE SCHOOLS

City of Sacramento G25-00022	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$75,000 No Match
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Period: 7/1/24 – 6/30/25 Description: 2024-25 Gang Violence Suppression grant. Funds intervention, prevention, counseling, and coordination with other governments to combat gang violence or the effects of gang violence.

COLLEGE AND CAREER READINESS

Butte-Glenn Community College District G25-00023	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$926,364 No Match
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Period: 1/1/25 – 6/30/27 Description: 2024-25 Strong Workforce program grant. Funds Career Technical Education (CTE) and Regional Occupation Programs (ROP) across the district. Used at the high schools to fund CTE/ROP positions, materials, and supplies.

FACILITIES

City of Sacramento G25-00024	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$750,000 No Match
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Period: 5/30/25 – 12/31/27 Description: Extreme Heat and Community Resilience Program grant. The grant is administered by The Governor's Office of Land Use and Climate Innovation (LCI) and funds planning projects to mitigate the impacts of extreme heat. SCUSD is the lead applicant on this grant, which is supported by the Sacramento Municipal Utility District (SMUD) as the technical expert, United Latinos as the community engagement expert, and Grid Alternatives as the workforce learning expert.

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Service Location	Suffix
				24	25437	67439	00
Attention Lisa Allen				INDEX		County Code	
Email superintendent@scusd.edu				0615		34	
Telephone 916-643-7400				STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)				Resource Code		Revenue Object Code	
Program Office Program Office				6387		8590	
Name of Grant Program Career Technical Education Incentive Grant							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	0	0	\$1,829,693	0	July 1, 2024	December 31, 2026	
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency		
N/A	N/A	N/A			N/A		

I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.

This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Sarah Ann Chambers at CTEIGSubmissions@cde.ca.gov

California Department of Education Contact Shallie Johnson		Job Title Education Programs Consultant	
E-mail Address ShJohnson@cde.ca.gov		Telephone 916-445-7754	
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>		Date May 20, 2025	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
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. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.			
Printed Name of Authorized Agent Janea Marking		Title Chief Business & Operations Officer	
E-mail Address janea-marking@scusd.edu		Telephone 916-643-9055	
Signed by: Signature <i>Janea Marking</i> D2972921888C416...		Date 05/27/2025	



CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 07/01/2024 Contract Expiration Date (if applicable): 06/30/2025
 \$ Amount (Not to Exceed): \$75,000 Adjusted \$ Amount (+/-): \$0
 Other Party: Sacramento City Unified School District
 Project Title: State Gang Violence Suppression
 Project #: G11017600 Bid/RFQ/RFP #: _____
 City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: Police Project Manager: Edward Macaulay
 Contract Coordinator: Devon Walsh Email: dwalsh@pd.cityofsacramento.org

Department Review and Routing

Accounting:	<u>alina warrick</u> <small>alina warrick (Jan 27, 2025 13:48 PST)</small>	_____
	(Signature)	(Date)
Supervisor:	<u>Natalie Weaver</u>	_____
	(Signature)	(Date)
Division Manager:	<u>Brenda Delgadillo</u>	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

GAU # 24-097

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

City of Sacramento

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement” or “Contract”) is made at Sacramento, California, by and between the CITY OF SACRAMENTO, a charter city and municipal corporation (“City”) and

Sacramento City Unified School District

(“Grantee”), as of the Effective Date, as defined below.

The City and Grantee agree as follows:

1. Award Identification.

Grant Program Name	State Gang Violence Suppression (GVS)
Grant Program Identification Number	G11017625 – 926
Authority	California Penal Code- Section 13826 <i>et seq</i>
Total Project Costs	\$83,333
Less: Grantee Match	\$8,333
Award Total	\$75,000

2. Effective Date and Term of Grant. This Agreement shall commence on July 1, 2024 (“Start Date”) and shall expire on June 30, 2025(“End Date”), (collectively, the “Term”) unless extended by the City or sooner terminated in accordance with the terms of this Agreement.

3. Contract Documents. This Agreement includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Agreement Documents”):

X	Exhibit A – Scope of Service
X	Exhibit B – Payment
X	Exhibit C – Insurance
X	Exhibit D – General Conditions
X	Exhibit E – Grant Conditions

In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Grantee and made a part of this Agreement, including limitation any document relating to the Scope of Work, the terms of this Agreement shall control and prevail.

4. **Program Implementation.** Subject to the terms and conditions set forth in this Contract, Grantee shall implement the program described in Attachment 1 to Exhibit A.

Grantee will not be compensated for goods, materials, equipment, supplies, or services outside the scope of Exhibit A unless the City approves a Supplemental Contract.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code.

5. **Payment.** City shall pay Grantee at the times and in the manner set forth in Exhibit B. Grantee shall submit all payment requests to City in the manner specified in Exhibit B.
6. **Insurance.** Grantee shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** The Grantee shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This contract may be subject to Sacramento City Code chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits code (Equal Benefits Ordinance)", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

Grantee acknowledges and represents that Grantee has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by the City, Grantee shall promptly provide any documents and information required by the City to verify Grantee's compliance.

9. **Living Wage.** This contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all

Grantee's contracts with the City is \$250,000 or more over a 12-month period. Grantee acknowledges and represents that Grantee has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Grantee shall promptly provide any documents and information required by City to verify Grantee's compliance.

Grantee shall require applicable subgrantees and contractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all contracts covered by Sacramento City Code chapter 3.58.

Grantee's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Grantee shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Grantee's contracts with the City is \$250,000 or more over a 12-month period.

Grantee acknowledges and represents that Grantee has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Grantee shall promptly provide any documents and information required by City to verify Grantee's compliance.

Grantee shall require applicable subgrantees and contractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all contracts covered by Sacramento City Code chapter 3.62.

Grantee's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Authority.** The person signing this Contract for Grantee represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Grantee and to bind Grantee to the performance of the Contract's obligations.

EXHIBIT A
PURPOSE AND SCOPE OF SERVICES

1. **Program Implementation.** Grantee shall implement the Program as set forth in **Attachment 1** to this Exhibit A (Scope of Services).
- 2.
3. **Representatives.**

The City Representative for this Contract is:

Name	Edward Macaulay
Title	Lieutenant
Address	5770 Freeport Blvd. Sacramento, CA 95822
Email	emacaulay@pd.cityofsacramento.org
Phone	916-808-8256

The Grantee Representative for this Contract is:

Name	Raymond Lazoda
Title	SCUSD – Program Supervisor
Address	
Email	Raymond-Lozada@sacUSD.edu
Phone	916-549-6899

Unless otherwise provided in this Agreement, all Grantee questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Grantee Representative.

4. **Facilities and Equipment.** Except as set forth below, Grantee shall, at its sole cost and expense, furnish all facilities and equipment required for Grantee to perform this Contract. City shall furnish to Grantee only the facilities and equipment listed below, if any.

N/A

**EXHIBIT B
PAYMENT**

1. **Grantee's Compensation.** The total of all fees paid to the Grantee for implementation of the Program as set forth in Exhibit A shall not exceed the total sum of \$75,000 ("Grant Funds"). The payments specified in this Exhibit B shall be the only payments made to Grantee unless the City approves a Supplemental Contract.
2. **Costs.** Grantee shall be paid as set forth in Attachment 1 to this Exhibit B. If there is a conflict between Exhibit B and such special provisions, Exhibit B controls.
3. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Grantee on behalf of the City. Purchase orders will cite the grant program, the award amount, and the time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract.
4. **Grantee's reimbursable expenses.** Reimbursable Expenses shall be limited to actual expenditures of Grantee for expenses that are necessary for the proper completion of the grant award.
5. **Payments to Grantee.**
 - A. Payments to Grantee shall be made within 30 days of City's acceptance of a reimbursement request. The City will not issue payment if, in its determination, the submission is incomplete or inaccurate. Grantee is responsible for the cost of supplying all documentation necessary to verify claimed expenses to the satisfaction of the City. Grantee may request payment no less frequently than monthly.
 - B. All reimbursement requests submitted by Grantee must contain the following information:
 - (1) Grant Program Name
 - (2) City's Current Purchase Order Number
 - (3) City's Agreement Number
 - (4) Grantee's Invoice Number
 - (5) Date of Invoice Issuance
 - (6) City Representative Identified in this Contract
 - (7) Grantee's Remit Address
 - (8) Grant Award Amount
 - (9) Total Payments to Grantee to Date
 - (10) Current Amount Due to Grantee
 - (11) Contract Balance
6. **Supplemental Contracts.** Changes to Exhibits A or B must be provided only when a Supplemental Contract authorizing changes to said Exhibits is approved in writing by the City in

accordance with City's contract amendment procedures. The City reserves the right to perform any programmatic work with its own staff or to retain other grantees to perform the programmatic work.

7. **Billing Disputes.** The burden of proof shall be on the Grantee to establish the accuracy of its reported expenditures. Upon presentation and verification of the information provided by the Grantee, the City will review all records and make a final determination and present its findings to Grantee. Grantee must resolve, to the City's satisfaction, billing disputes within 14 calendar days of receiving findings from the City. Grantee's failure to timely resolve billing disputes shall, in addition to other remedies available to the City, constitute grounds for the City to withhold or reduce future payments, seek reimbursement for any disputed costs, or terminate the agreement.
8. **Accounting Records of Grantee.** During the performance of this Agreement and for a period of three years after completion of performance, Grantee shall maintain all accounting and financial records related to this Agreement, in accordance with generally accepted accounting practices, including records of Grantee's costs for performance under this Contract and financial expenditure reports.

**EXHIBIT C
INSURANCE**

1. **Insurance Requirements.** During the entire term of this Contract, Grantee shall maintain the insurance coverage described in the Insurance Terms below. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Grantee's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required for providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee and its subgrantees and contractors, products and completed operations of Grantee, subgrantees, and contractors, and premises owned, leased, or used by Grantee, subgrantees, and contractors, with limits of not less than one million (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee, subgrantees, and contractors; products and complete operations of Grantee, subgrantees, and contractors; and premises owned, leased, or used by Grantee, subgrantees and contractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

☐ Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Grantee.

The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

☒ No automobile liability is required, and by signing this Contract, Grantee certifies as follows:

"Grantee certifies that a motor vehicle will not be used in performance of any work or services performed under this agreement. If, however, Grantee does transport items

under this Contract, or this Contract is amended to require any employees of Grantee to use a vehicle to perform services under the Contract, Grantee understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, or one or more persons, property damage, and personal injury, with limits of not less than one million (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Grantee."

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by the City, its officials, employees, or volunteers will be in excess of Grantee's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

☐ Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

☒ No work or services will be performed on or at City facilities or City Property, therefore a Workers' Compensation waiver of subrogation in favor of the City is not required.

☐ No Workers' Compensation Insurance is required, and by signing this Contract, Grantee certifies as follows:

"Grantee certifies that its business has no employees, and that it does not employ anyone and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Grantee hires any employee during the term of this Contract, Grantee understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Grantee's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance by

the City, its officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees, or volunteers.
- C. Coverage shall state that Grantee's insurance applies separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Grantee shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. Acceptability of Insurance. Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. Verification of Coverage.

- A. Grantee shall furnish City with certificate and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Grantee shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

- C. The Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Grantee and/or cancel the Contract if the insurance is canceled or Grantee otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage.** Grantee shall require and verify that all subgrantees and contractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D
GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Grantee (including Grantee's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Grantee nor Grantee's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Grantee under the provisions of this Contract, and Grantee will be issued a Form 1099 for its services hereunder. As an independent contractor, Grantee hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Grantee's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contractor by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Grantee, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Grantee for accomplishing the results. To the extent that Grantee obtains permission to, and does, use CITY facilities, space, equipment, or support services in the performance of this Contract, this use will be at the Grantee's sole discretion based on the Grantee's determination that the use will promote Grantee's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Grantee use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Grantee, such persons will be entirely and exclusively under the direction, supervision, and control of Grantee. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Grantee. It is further understood and agreed that Grantee will issue W-2 or 1099 Forms for income and employment tax purposes for all Grantee's assigned personnel and subcontractors/subgrantees.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY

and Grantee. Grantee may represent, perform services for, or be employed by any additional persons or companies so long as Grantee does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Grantee represents and warrants that Grantee has and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Grantee to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Grantee shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Third Parties.** This Agreement is for the sole benefit of Grantee and City and no other person or entity shall be entitled to rely upon, enforce, or receive any direct benefit from this Agreement.
5. **Contractor Not Agent.** Except as City may specify in writing, Grantee and Grantee's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Grantee and Grantee's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
6. **Conflicts of Interest.** Grantee covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Grantee's performance under this Contract. Grantee further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent, or subcontractor, without the City's written consent.

Grantee agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Grantee is or employs a former officer or employee of the City, Grantee and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Grantee is shipping Hazardous Substances, Grantee must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Grantee must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Grantee may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets,

technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Grantee agrees to protect all City Information and treat it as strictly confidential, and further agrees that Grantee shall not at any time, either directly or indirectly, divulge, disclose, or communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Grantee must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Grantee of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Grantee Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Grantee under this Contract. In this Contract, the term "information" means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Grantee shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Grantee shall fully defend, indemnify, and hold harmless City, its officers, and employees, and each of them, from and against any and all claims, actions, lawsuits, or other proceedings alleging that all or any part of the information prepared, produced, or provided by Grantee under this Contract infringes upon any third party's trademark, trade name, copyright, patent, or other intellectual property rights. City shall make reasonable efforts to notify Grantee not later than ten days after City is served with any such claim, action, lawsuit, or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Grantee of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Grantee by City, whether received in connection with Grantee's proposal to City or in connection with Grantee's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Grantee of any request for the disclosure of such information. The Grantee will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Grantee shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Grantee to respond to the notice

provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Grantee of any rights regarding the information designated "trade secret" by Grantee, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Grantee agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Grantee also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Grantee's obligations to the City under this Contract.
10. **Standard of Performance.** Grantee shall perform in the manner and according to the standards currently observed by a competent practitioner of Grantee's profession in California and in compliance with all requirements of this Contract. All products that Grantee delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Grantee shall assign only competent personnel to perform on its behalf under this Contract. Grantee must notify the City in writing of any changes in Contractor's staff assigned to perform under this Agreement before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Grantee to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Grantee. Grantee shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Grantee, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Grantee's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Grantee shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Grantee is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Grantee shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Grantee's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
 - A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

- B. City shall have the right at any time to suspend Grantee's performance hereunder, in whole or in part, by giving a written notice of suspension to Grantee. Upon receipt of such notice, Grantee shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Grantee. Upon receipt of such notice, Grantee shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:
 - (1) Grantee shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
 - (2) The City shall pay Grantee the reasonable value of Program Implementation provided by Grantee before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Grantee had the Contract not been terminated or had Grantee completed performance required by this Contract. Grantee shall furnish to the City any financial information requested by the City to determine the reasonable value of Program Implementation provided by Grantee. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. **Default by Grantee.** In case of default by the Grantee, the City reserves the right to procure program implementation from other sources and deduct from any monies due, or that may thereafter become due to the Grantee, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

16. **Indemnity.**

- A. Indemnity: Grantee shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Grantee, any subcontractor (including lower-tier subcontractors) or agent of Grantee, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished

by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Grantee or any subcontractor (including lower-tier subcontractors) or agent of Grantee.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Grantee, for itself, its assignees, and successors in interest, agrees as follows:

- A. Compliance With Regulations: Grantee shall comply with all state, local, and federal anti-discrimination laws, and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Grantee, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Grantee shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Grantee for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Grantee of Grantee's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: Grantee shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders, and instructions. Where any information required of Grantee is in the exclusive possession of another who fails or refuses to furnish this information, Grantee shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by Grantee with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:

(1) Withholding of payments to Grantee under this Contract until Grantee complies

(2) Cancellation, termination, or suspension of this Contract, in whole or in part

F. Incorporation of Provisions: Grantee shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Grantee to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Grantee becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Grantee may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Grantee, and by City, in accordance with applicable provisions of the Sacramento City Code.

20. **Modification of Contract.** The Grantee shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.

21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

22. **Waiver.** Neither the City's acceptance of, or payment for Program Implementation, nor any waiver by either party of any default, breach, or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach, or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

23. **Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties' consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Grantee are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Grantee under this Agreement. In recognition of this interest, Grantee shall not assign any right or obligation pursuant to this Grantee without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Grantee shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
27. **Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, Grantee warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the Grantee, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

- (3) Is 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 (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
 - (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- B. Grantee further warrants and certifies that it shall not knowingly enter into any transaction with any subgrantee, contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.
- C. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Grantee's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The Grantee shall provide immediate written notice to the City if, at any time prior to execution, the Grantee learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Grantee's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E
GRANT CONDITIONS

1. **OVP Grantee Handbook.** The Grantee agrees to comply with the OVP Grantee Handbook, including any updated version that may be released during the term of this Agreement.
2. **Reports/Performance Goals.** The Grantee agrees to submit regular performance reports to describe project activities as well as expenditure reports to demonstrate use of Award Funds for each reporting period. The performance report is used to track grantees' progress toward program implementation and to collect data to gauge the effectiveness of the funded activities. The grantee expenditure report is used to track the expenditures of the grantee's award funds on a cumulative basis throughout the life of the award. Reports must be provided to City in the manner (including within the timeframes) specified by the City in the RFP/RFA or other applicable guidance.
3. **Audit.** Grantee shall allow its records related to Attachment 1 to Exhibit A (Scope of Services), provided under this Agreement for inspection and audit by City. Grantee shall furnish all data, statements, records, information, Financial Reports, and other documents necessary for the City to monitor, review and evaluate Grantee's performance of the Authorized Activities. At City's election, the City Accounting Manager or City Auditor, at all reasonable times, may audit Grantee's books, records, Financial Records, and accounts to determine whether the Grantee has complied with the terms of this Agreement. No prior notice to Grantee of such inspection by City shall be required.
4. **Award Monitoring.** Grantees must be monitored to ensure compliance with grant conditions and other applicable statutes and regulations. As such, the Grantee agrees to cooperate with and respond to any requests for information pertaining to the award. This includes all financial records, such as general accounting ledgers and supporting documents. All information pertinent to the implementation of the award is subject to review throughout the life of the award, during the close-out process, and for three years after the submission of the final expenditure report.
5. **Reporting Potentially Duplicative Funding.** If the Grantee currently has other active grant awards, or if the Grantee receives any other grant awards during the term of this Contract, the Grantee must promptly determine whether funds from any of those other grant awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Contract. If so, the Grantee must promptly notify the City in writing of the potential duplication, and, if so, requested by City, must seek a grant modification to eliminate any inappropriate duplication of funding.
6. **Modifications.** Grantee shall not adjust any line-item expenditures in the Budget set forth in Exhibit B, Attachment 1 without prior approval of the SPD. Grantee shall make such requests for line-item adjustments in writing to the SPD. Failure to comply may result in disallowed costs. The determination of disallowed costs shall be at the sole discretion of the City.

7. **Standards of Conduct.** Grantee shall establish and enforce standards of conduct for its employees and volunteers that reflect public conventions and morals.
8. **Collaboration with Law Enforcement.** Grantee is required to collaborate and cooperate with law enforcement in the provision and delivery of grant-funded activities and services.
9. **Determination of Suitability to Interact with Participating Minors.**
 - a. Advance Determination Regarding Suitability. The Grantee (and any subgrantee at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the grant, unless the Grantee first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph c.5 (below), and taking into account the factors and considerations described in paragraph d (below).
 - b. Updates and Reexaminations
 - 1) The Grantee must, at least every five years, update the background searches described in paragraphs c.5.i and c.5.ii (below), reexamine the covered individual's suitability determination in light of those search results, and if appropriate, modify or withdraw that determination.
 - 2) The Grantee also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
 - c. Definitions
 - 1) "Covered individual" means any individual (other than a participating minor or Grantee client) who is expected, or reasonably likely to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the Grantee. Such an individual might be an employee of the grantee, but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
 - 2) "Participating minor" means any individual under 18 years of age within the set of individuals described in this Contract.
 - 3) "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include –

- i. Brief contact that is both unexpected by the Grantee and unintentional on the part of the covered individual – such as might occur when a postal carrier delivers mail to an administrative office.
 - ii. Personally-accompanied contact – that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to the written policies and procedures of the grantee that are designed to ensure that – throughout the contact – an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual
- 4) “Activities under the grant.” Whether paid for with grant funds, matching funds, or program income, activities under the grant include both –
 - i. Activities carried out under the award by the Grantee; and
 - ii. Actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.
- 5) “Current and appropriate information.” In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law and/or by the Grantee’s written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.
 - i. Public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous names or aliases), of the pertinent and reasonably-accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries including –
 - 1. The Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);
 - 2. The website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - 3. The website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to interact with a participating minor in the course of activities under the grant.

- ii. Criminal history registries and similar repositories of criminal history records. For each individual at least 18 years of age who is a covered individual under this Contract, a fingerprint search (or, it is documented that a fingerprint search is not legally available, a name-based search, using current, and if applicable, previous names and aliases) – encompassing at least the time period beginning five calendar years preceding the date of the search request – of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including –
 - 1. The criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - 2. The criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the grant.
- d. Factors and considerations in determinations regarding suitability. In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the Grantee's written policies and procedures, in making a determination regarding suitability, the grantee must consider the current and appropriate information described in paragraph c.5 (above).

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the Grantee, may not determine that a covered individual is suitable to interact with participating minors in the course of activities under grant if the individual –

- 1) Withholds consent to a criminal history search required by this condition;
- 2) Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- 3) Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- 4) To the knowledge of the Grantee, has been convicted – whether as a felony or misdemeanor – under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of how the specific words by which it may be identified in law):
 - i. Sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;

- ii. Rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - iii. Sexual exploitation, such as through child pornography or sex trafficking;
 - iv. Kidnapping;
 - v. Voyeurism; or
- 5) To the knowledge of the Grantee, has been arrested, arraigned, or sentenced within the six months preceding the Award Term or at any time during the Award Term, for a serious felony as described in California Penal Code section 1192.7:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PEN&division=&title=8.&part=2.&chapter=1.&article=
- 6) Is determined by the City to not to be suitable.
- e. Administration; Rule of Construction.
 - 1) The requirements of this condition are among those that must be included in any subaward (at any tier) and must be monitored. They apply as of the date of acceptance of this award, and throughout the remainder of the term of the award.
 - 2) Award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant other funds that would otherwise be available for such costs.
 - 3) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

10. **Prohibited Conduct Related to Trafficking in Persons.** During the term of this grant agreement, the Grantee, its employees, any subrecipient at any tier, and the employees of any subrecipient may not engage in –

- a. Severe forms of trafficking in persons;
- b. Procurement of a commercial sex act;
- c. Use of forced labor in the performance of the award or any subaward under the award;
- d. Acts that directly support or advance trafficking in persons, including acts such as:

- 1) Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
- 2) Without legally sufficient justification, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
- 3) Using materially false or fraudulent pretenses, representations, or promises regarding employment to solicit a person for employment or in an offer of employment;
- 4) Charging recruited employees' placement or recruiting fees; or
- 5) Providing or arranging housing that fails to meet the housing and safety standards of the host country (e.g., the United States).

11. Religious Activities; Church/State Restrictions. Grantee shall not expend any portion of the Grant Funds for religious purposes and the Scope of Services (Exhibit A, Attachment 1) funded by the Grant Agreement must not in any way convey a religious theme. Any portion of the Grant Funds used for a religious purpose or to convey a religious theme will be deemed a disallowed cost.

In addition, Grantee shall comply with church/state restrictions, including:

- a. Protecting against the discrimination of any employee or applicant for employment based on religion and shall not limit employment or give preference in employment to persons based on religion.
- b. Protecting against the discrimination of any person requesting or receiving public services based upon religion and shall not limit such services or give preference to persons based on religion.

12. Services on School Campuses. If the provision of services occurs on a school campus, Grantee must:

- a. Obtain the written consent of the campus(es) to perform services on the campus prior to the commencement of services.
- b. Enter into a written agreement with the campus(es), no later than 30 days following the commencement of services and promptly provide a fully-execute copy of such agreements to the City.
- c. Notify the City if any party terminates, amends, or suspends such an agreement.

Grantee's failure to maintain a proper written consent agreement shall, in addition to all other remedies available to the City, constitute grounds for the City to withhold or reduce future payments, seek reimbursement of resulting disallowed costs, or terminate the agreement.

13. **Effect of Failure to Address Audit Issues.** The Grantee understands and agrees that the City may withhold award funds, or may impose other related requirements, if (as determined by the City) the Grantee does not satisfactorily and promptly address outstanding issues from audits, site visits, monitoring, inspections, etc. that arise in connection with grant awards.

14. **Restrictions on Lobbying.** Grant funds awarded by the City may not be used by the Grantee or any lower tier subgrantee, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

Grant funds awarded by the City may not be used by the Grantee or any lower tier subgrantee, either directly or indirectly, to support or oppose a political candidate at any level of government.

Grant funds awarded by the City may not be used by the Grantee or any lower-tier subgrantee to pay any person to influence (or attempt to influence) a government agency, the Federal or State legislature (or a member, official, or employee thereof) with respect to the awarding of a grant, cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending or modifying any such award.

15. **Reporting Potential Waste, Fraud, and Abuse.** The Grantee, and any lower tier subgrantees must promptly refer to the City Auditor's Whistleblower Hotline any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Contract (1) submitted a false claim; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Reports of potential waste, fraud, and abuse involving or relating to funds under this Contract should be reported to the City Auditor by:

- a. Online submission: <https://www.cityofsacramento.ethicspoint.com>
- b. By telephone: (888) 245-8859

16. **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.** No Grantee or lower tier subgrantee under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to the City Auditor.

17. **Prohibitions on Reprisal.** The Grantee may not engage in any discrimination against an individual as reprisal for the individual's disclosure of information related to gross mismanagement of a

grant, a gross waste of funds, an abuse of authority relating to a grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a grant.

18. **Distracted Driving.** Grantee agrees to adopt and enforce organizational policies that comply with California Vehicle Code section 23123.5, which prohibits drivers from “[driving] a motor vehicle while holding and operating a handheld wireless telephone or an electronic wireless communications device.”

19. **Drug-Free Workplace.** Grantee agrees to adopt and enforce organizational policies that comply with the Drug-Free Workplace Act of 1990 (California Government Code sections 8350-8357) and the Federal Drug-Free Workplace Act of 1988 (Code of Federal Regulations, Title 28, Part 67, Subpart F, Sections 615 and 620).

20. **Remedies for Noncompliance.** If Grantee fails to comply with the terms and conditions of this grant agreement, the City may, notwithstanding Exhibit D, paragraph 13 (Term; Suspension; Termination), impose additional conditions or take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold payments pending correction of the deficiency by the Grantee
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
- c. Withhold further awards for the project or program
- d. Take other remedies that may be legally available

The City will provide reasonable notice to the grantee regarding matters of noncompliance and will attempt to resolve the problem informally.

21. **Financial Management and System of Internal Controls.** Grantees must:

- a. Establish and maintain effective internal control over the award that provides reasonable assurance that the Grantee is managing the award in compliance with statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b. Comply with applicable statutes, regulations, and the terms and conditions of the awards.
- c. Evaluate and monitor the grantee’s compliance with statutes, regulations, and terms and conditions of awards.

- d. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- e. Take reasonable measures to safeguard protected personally identifiable information and other sensitive information.

22. **Considerations for Future Funding.** The City reserves the right to deny future funding to the Grantee and its officers based on the Grantee's failure to comply with the terms and conditions of this Agreement.

Attachment 1 to Exhibit A

Scope of Services

- 1. PURPOSE.** The Gang Violence Suppression Program (GVS) is codified under California Penal Code 13826.15(a)-13826.65(g). The California State Controller's Office (SCO) appropriates monthly deposits to the GRANTOR as the fiduciary public entity and program grant administrator of the GVS task force. The GVS task force is a joint partnership that consists of public entities and community-based organizations that is dedicated to supporting gang violence prevention, prosecuting perpetrators of gang violence, gang intervention and prevention in youth, counseling families affected by gangs, and supervising gang members who are on court-ordered probation.

The GVS grant program operates and awards on an annual cycle. Funding is guaranteed only for the awarding fiscal year and is contingent upon monthly appropriation levels from SCO to the GRANTOR. Future awards levels may vary.

GRANTEE was selected as a continued GVS partner, and approved by the Chief of Police, for inclusion in the FY2025 grant program. Following FY25, awardees may be subject to a competitive selection process.

- 2. TERM.** Funds awarded pursuant to this agreement must be expended from July 1, 2024, through, June 30, 2025, and must be used to fund organizational positions and activities located within the City of Sacramento.
- 3. STATEMENT OF WORK.** GRANTEE must participate and perform the following services toward achieving the goals of the State Gang Violence Suppression program authorized by CA Penal Code Section 13826.6.

GRANTOR has accepted the GRANTEE's proposed program activities.

- a. Participation by the Superintendent, Project Director, or designees, on the Local Coordinating Committee.
- b. Employ 1.0 Full Time Equivalent, a Gang Violence Prevention Specialist, to develop, plan and conduct training sessions, coordinate activities on school campuses related to gang prevention and intervention; provide and/or establish counseling and mentoring, coordinate, compile and prepare statistical reports; communicate with families of students and research effective prevention and intervention programs
- c. Coordinate Gang Awareness Education and Role Model/Mentoring program in collaboration with community-based organization partners.
- d. Participate in at least nine (9) truancy sweeps over the course of the year.

- 4. GRANTEE is required to submit progress reports with each invoice for reimbursement.**

Progress reports are updates of services, activities and strategies in an effort to deter gang violence within the community. GRANTEE must submit progress reports and other backup documents to the Sacramento Police Department Office of Investigations.

5. GRANTEE is required to notify. If the recipient currently has other active awards, or if the recipient receives any other award of funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the Sacramento Police Department (SPD) Fiscal Unit in writing of the potential duplication, and, if so the GRANTEE must seek a budget- modification or change-of-project-scope grant adjustment to eliminate any inappropriate duplication of funding.



SCHOOLS INSURANCE AUTHORITY

July 01, 2024

Attention: Board of Directors, Superintendents, Member School Districts and County Offices of Education

This will confirm Schools Insurance Authority provides the following coverages on behalf of its members for 2024/25 fiscal year, including: **Sacramento City Unified School District**

Type of Coverage	Coverage Provider/ Insurance Company	Coverage Description	Policy Limits
Government Crime Policy	National Union Fire Insurance Co.	Insurance contract/policy Expires: 07/1/2025	\$5,000,000 excess of \$5,000 deductible per covered loss*
Comprehensive General Liability; Comprehensive Vehicle Liability; Incidental Medical Malpractice; Employment Practices	Schools Insurance Authority (SIA) Schools Program Alliance (SPA)	2024/25 SIA MOLC Expires: 7/1/2025 Various insurance contracts/policies Expires: 07/1/2025	Combined \$32,500,000 excess of \$5,000 per occurrence member deductible for covered loss*
Property Coverage	Schools Insurance Authority (SIA) Schools Program Alliance (SPA)	2024/25 SIA MOPC Expires: 7/1/2025 2024/25 SPA MOPC, Various insurance contracts/policies Expires: 07/1/2025	Replacement Cost Combined \$150,000,000 excess of per occurrence member deductible* (\$5,000 or \$25,000)
Cyber Coverage	Indian Harbor Insurance Company	2024/25 SIA MOCC Expires: 7/1/2025 Insurance contract/policy Expires: 07/1/2025	Combined \$2,000,000 excess of \$5,000 per occurrence member deductible for covered loss*
Workers' Comp. Coverage	Schools Insurance Authority Great American Insurance Company	2024/25 SIA MOWCC Expires: 7/1/2025 Insurance contract/policy Expires: 07/1/2025	Combined statutory limits per occurrence for covered loss* \$2,000,000 Employers Liability

*Coverage terms, definitions, exclusions, limits, aggregates, and other limitations are detailed in the respective Memorandum of Coverage (MOC – MOLC; Memorandum of Liability Coverage, MOPC; Memorandum of Property Coverage, MOCC: Memorandum of Cyber Coverage, MOC; Memorandum of Workers' Compensation Coverage) and the related reinsurance and excess insurance contracts/policies.

Questions or for Certificates of Insurance please contact SIA at sia-coirequests@sia-jpa.org or (916) 364-1281.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amanda'.

Amanda Franco
Executive Assistant
Schools Insurance Authority

BUDGET DETAIL & NARRATIVE

Fields that are shaded in gray are formuals and cannot be edited

BUDGET SUMMARY			
Category	Total	(Match)	Grant
Salaries & Benefits	83,333	(8,333)	75,000
Overtime	0	0	0
Services/Supplies	0	0	0
Equipment/Fixed Assets	0	0	0
Consultants/Contractors	0	0	0
Subawards	0	0	0
Participant Support & Program Incentives	0	0	0
Travel	0	0	0
Indirect Costs	0	0	0
GRAND TOTAL	83,333	(8,333)	75,000

BUDGET DETAILS									
SALARIES & BENEFITS. Grantee will be reimbursed for actual costs, provided actual costs do not exceed budgeted amounts.		A	B	C = A x B	D	E = C x D	F = C + E	G	H = F + G
Job Function	Name(s) (if known)	Avg. Hourly Rate	Est. Project Hours	Subtotal	Avg. Benefits		Total	(Match)	Grant
					%	\$			
g Violence Prevention/Intervention Spec	Khai (Andrew) Pham	83,333.00	1.00	83,333.00		0.00	83,333	(8,333)	75,000
				0.00		0.00	0		0
				0.00		0.00	0		0
				0.00		0.00	0		0
				0.00		0.00	0		0
				0.00		0.00	0		0
				0.00		0.00	0		0
				0.00		0.00	0		0
				0.00		0.00	0		0
				0.00		0.00	0		0
				0.00		0.00	0		0
SUBTOTAL							83,333	(8,333)	75,000
PERSONNEL JUSTIFICATION. Explain the roles and responsibilities of proposed personnel as they relate to your proposal.									

[illegible]

ATTACHMENT 1 TO EXHIBIT B

SUBAWARDS			A	B	= A + B						
Subawardee	Program Responsibilities		Total	(Match)	Grant						
Not allowed					0						
					0						
SUBTOTAL			0	0	0						
SUBAWARDS JUSTIFICATION											
Not allowed											
PARTICIPANT SUPPORT & PROGRAM INCENTIVES			A	B	C = A + B						
Description (briefly list the types of proposed participant support & program incentives; do not include travel costs associated with program incentives)			Total	(Match)	Grant						
Participant Support	Personal Care & Healthcare	Not allowed			0						
	Vital Records/Documents	Not allowed			0						
	Transportation	Not allowed			0						
	Education / Employment	Not allowed			0						
	Housing	Not allowed			0						
	Other	Not allowed			0						
	Program Incentives	Gift Cards	Not allowed			0					
Admission/entry for enrichment/entertainment events					0						
SUBTOTAL			0	0	0						
TRAVEL			A	B	C	D	E = A + B + C + D	F	G = E + F		
Travel Purpose			Location(s) (if known)	# of Travelers	Transportation	Lodging	Meals	Other	Total	(Match)	Grant
									0		0
									0		0
									0		0
									0		0
									0		0
									0		0
									0		0
									0		0
									0		0
									0		0
									0		0
SUBTOTAL									0	0	0
TRAVEL JUSTIFICATION											
INDIRECT COSTS (No justification required)											
MTDC Base	Max. Indirect @ 10%	Description of Indirect Cost Items	Total	(Match)	Grant						
83,333	8,333				0						
SUBTOTAL			0	0	0						
GRAND TOTAL			83,333	(8,333)	75,000						

Signature Page

Approval Recommended By:


Edward Macaulay (Jan 27, 2025 11:56 PST)


Project Manager

Approved As To Form By:


Beau Parkhurst (Jan 27, 2025 15:18 PST)

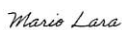
City Attorney

Approved By:

Signed by:

D2972921888C416...
Grantee

06/05/2025

Approved By:



Mario Lara, Assistant City Manager
City of Sacramento

Attest:


City Clerk



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

GRANT AGREEMENT
K-12 STRONG WORKFORCE PROGRAM
NORTH FAR NORTH REGIONAL CONSORTIUM

This Grant Agreement is made and entered into as of the latest date on the signature page of this Grant Agreement by and between the Butte-Glenn Community College District (hereinafter referred to as "District") and **SACRAMENTO CITY UNIFIED** (hereinafter referred to as "Grantee"). District and Grantee may be referred to individually as a "Party" and collectively as the "Parties" in this Grant Agreement.

RECITALS

WHEREAS, the District has been designated as the Regional Consortium Fiscal Agent on behalf of the North Far North Regional Consortium (hereinafter referred to as "NFN Regional Consortium") for the purpose of implementing the K-12 Strong Workforce Program (hereinafter referred to as "**K12 SWP**") established by Education Code §§ 88827-88833.

WHEREAS, the District shall receive K12 SWP funds allocated for the NFN Regional Consortium from the California Community Colleges Chancellor's Office (hereinafter referred to as "Sponsor"), and is responsible to distribute funding and monitor sub-grants once funding decisions have been authorized by the NFN Regional Consortium pursuant to Education Code §§ 88827-88833.

WHEREAS, the NFN Regional Consortium has been approved by the California Community Colleges Chancellor's Office.

WHEREAS, the Grantee is one or more, or any combination, of the following: (1) School district; (2) County office of education; (3) Charter school; (4) Regional occupational center or program operated by either a joint powers authority or by a county office of education; is located within the boundaries of the NFN Regional Consortium; and desires to engage in regional efforts to align workforce, employment and education services.

NOW, THEREFORE, the parties mutually agree as follows:

1. **SCOPE OF WORK.** The Grantee shall perform the work set forth in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Application K12 Strong Workforce Program Round 7 (hereinafter referred to as "RFA"), which is attached hereto and incorporated by reference in this Grant Agreement (hereinafter referred to as "Work").
2. **K12 SWP SPECIFIC TERMS AND CONDITIONS.** The Grantee shall comply with the terms and conditions in Exhibit B, (1) RFA Appendix A: Grantee Requirements and Guidelines; (2) RFA Appendix B: Program-Specific Legal Terms and Conditions, and (3) RFA Appendix C: Guidelines, Definitions, and Allowable Expenditures, which is attached hereto and incorporated by this reference in this Grant Agreement. The terms and conditions provide further guidance for the administration of this Grant Agreement.
3. **PERIOD OF PERFORMANCE.** The period of performance for this Work shall commence on **January 1, 2025**, and shall expire on **June 30, 2027**, unless extended by written amendment to this Grant Agreement or terminated earlier in accordance with the termination provisions of this Grant Agreement. The performance dates of any Work authorized under this Grant Agreement may not extend beyond the period of performance of this Grant Agreement.

4. **TERM OF GRANT AGREEMENT.** This Grant Agreement shall be effective on **January 1, 2025**, and shall remain in effect until **December 31, 2027**, or until all obligations set forth in this Grant Agreement have been satisfactorily fulfilled, whichever occurs first.
5. **KEY PERSONNEL.** The performance under this Grant Agreement shall be under the direction of the respective Party's Authorized Representative for Technical Matters as specified in the Authorized Representatives provision of this Grant Agreement.
6. **AWARD OF FUNDS.** The total amount of funds made available for payment to Grantee for Work performed under this Grant Agreement are awarded at **\$926,364** (hereinafter referred to as the "Grant Award"). The awarded amount is fixed and based upon the amounts specified in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Application K12 Strong Workforce Program Round 7. In no event shall the District be liable for payment to Grantee which would result in cumulative payment under this Grant Agreement exceeding the total allocated funds unless this Grant Agreement is modified in writing in accordance with this Grant Agreement.
7. **BUDGET.** The costs and categories of costs approved to fund the Grantee's performance of the Work are detailed in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Application K12 Strong Workforce Program Round 7.
8. **ALLOWABLE COSTS.** The allowability of costs under this Grant Agreement shall be determined in accordance with the terms of this Grant Agreement and the terms set forth in Exhibit B.
9. **INVOICING.**
 - A. The Grantee shall submit an invoice for an advance payment of seventy percent (70%) of the total amount of the Grant Award after this Grant Agreement is fully executed.
 - B. The Grantee shall submit an invoice and accompanying documentation as required by NFN Regional Consortium upon completion of all reports due at the time the invoice is submitted for a progress payment of twenty percent (20%) of the total amount of this Grant Award.
 - C. The Grantee shall submit an invoice and accompanying documentation as required by the NFN Regional Consortium upon completion of all reports due at the time the invoice is submitted for the final payment of ten percent (10%) of the total amount of the Grant Award.
 - D. Grantee's invoices must be submitted to the District's Authorized Representative for Business Matters for approval.
10. **PAYMENT.** District will make payment on all approved invoices in accordance with the terms of this Grant Agreement. A progress payment of twenty percent (20%) will be made upon review of Quarterly Expenditure and Progress Reports and Grantee's expenditure of seventy percent (70%) of total Grant Award. Payment of the final ten percent (10%) will be made upon review and approval by the NFN Regional Consortium of Quarterly Expenditure and Progress Reports and the end-of-project Final Report. Payment shall be contingent upon the receipt of funding from the Sponsor and upon the Grantee's compliance with the terms and conditions of this Grant Agreement. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Grantee is solely responsible for reimbursing the District for amounts paid the Grantee but (i) disallowed under the terms of this Grant Agreement or (ii) upon termination of this Grant Agreement, unexpended or unobligated balance of funds advanced.

11. **SEPARATE ACCOUNTING.** The Grantee will establish a separate account for each project application specified in this Grant Agreement and will use the funds as allowed under the K12 SWP to perform the Work specified in this Grant Agreement. As applicable, the Grantee shall also establish and maintain such accounting and documentation of matching expenditures of the Grantee to satisfy the requirements of the Sponsor.
12. **USE OF FACILITIES AND EQUIPMENT.** The Grantee will furnish the facilities and equipment necessary to perform and complete the Work under this Grant Agreement, and District has rights to inspect facilities furnished.
13. **AUDIT.** Grantee agrees that the District, the Sponsor, the Bureau of State Audits, and other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of District, the Sponsor, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), to audit records and interview staff in any subcontract related to the performance of this Grant Agreement.
14. **PROGRESS REPORTS.** The Grantee shall submit progress and fiscal reporting as outlined in Exhibit B, specifically in RFA Appendix A: Grantee Requirements and Guidelines Section E. Reporting Requirements.

The Grantee shall submit a general ledger activity detail report annually by August 31 to the District's Authorized Representative for Business Matters.

15. **AUTHORIZED REPRESENTATIVES.** For the purpose of this Grant Agreement, the individuals identified below are hereby designated representatives of the respective parties.

For the District.

Technical Matters:

Blaine Smith
Executive Director
NFN Regional Consortium
Butte-Glenn Community College District
3536 Butte Campus Dr.
Oroville, CA 95965
smithbl@butte.edu

Business Matters:

Nicole Pumphrey
Program Coordinator
NFN Regional Consortium
Butte-Glenn Community College District
3536 Butte Campus Dr.
Oroville, CA 95965
pumphreyni@butte.edu

Authorized Official:

Jessica A. Snelling, MBA
Vice President for Administrative Services
Butte-Glenn Community College District
3536 Butte Campus Drive
Oroville, CA 95965

For the Grantee.	Technical Matters:	Spinka, Daniel Sacramento City Unified 5735 47th Ave. Sacramento, CA 95824 daniel-spinka@scusd.edu
	Business Matters:	Janea Marking Sacramento City Unified 5735 47th Ave. Sacramento, CA 95824 Janea-Marking@scusd.edu
	Authorized Official:	Lisa Allen Sacramento City Unified 5735 47th Ave. Sacramento, CA 95824 Lisa-Allen@scusd.edu

16. **INDEPENDENT CONTRACTOR.** For the purpose of this Grant Agreement and all work and services specified herein, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.
17. **ASSIGNMENT.** The Grantee may not assign, transfer, or subcontract any part of this Grant Agreement, any interest herein or claims hereunder, without the prior, written approval of the District and Sponsor.
18. **CANCELLATION.** Either of the Parties may at any time cancel this Grant Agreement, with or without cause, by giving thirty (30) days advance written notice to the other Party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Grant Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Grant Agreement.
19. **APPROPRIATED FUNDS.** The continuation of this Grant Agreement shall be subject to sufficient appropriated funds being received by District to administer and support the K12 SWP. In the event sufficient funds are not available or are discontinued at any time, the District may immediately cancel this Grant Agreement by delivering written notice to the Grantee.
20. **GENERAL RELEASE.** The Grantee's acceptance of payment of the final invoice under this Grant Agreement shall release the District from all claims of the Grantee, and from all liability to the Grantee concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of the District.
21. **USE OF NAME.** Neither of the Parties shall make use of this Grant Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other Party. This restriction shall not include internal documents available to the public that identify the existence of the Grant Agreement.
22. **AMENDMENTS.** The Parties may make changes to the terms of this Grant Agreement. Any such changes shall be in the form of a written amendment signed by authorized representatives of the Grantee and the District.
23. **INDEMNIFICATION.**

- A. The Grantee shall defend, indemnify and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Grant Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of Grantee, its officers, employees, or agents.
- B. The District shall defend, indemnify and hold Grantee, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Grant Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of District, its officers, employees or agents.
- C. This indemnification provision shall survive termination of the Agreement and remain in effect.

24. **INSURANCE.** The Grantee at its sole cost and expense, shall insure its activities in connection with this Grant Agreement and maintain in force for the duration of this Grant Agreement insurance policies and requirements as follows.

- A. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.
- B. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with respect to the Grantee's owned, hired, and non-owned vehicles.
- C. Workers' Compensation insurance as required under California State law.
- D. Employer's Liability insurance with limits of not less \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for bodily injury or disease.
- E. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Grantee, or any person employed by the Agreement, with a limit of not less than \$1,000,000 each claim.
- F. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the District and the Grantee against other insurable risks relating to performance of this Agreement.
- G. Insurance shall be issued by an insurance company(ies) licensed in California with a current A.M. Best rating of A:VII or better.
- H. The Commercial General Liability and Auto Liability coverages shall be endorsed to name "Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers" as additional insureds as their interest may appear.
- I. All insurance policies shall be endorsed to provide for thirty (30) days' advance written notice to the District of cancellation, suspension, or any material change of the required insurance coverage.
- J. The Grantee's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. The coverages required under this Section shall not limit the

Grantee's liability. If any part of this Grant Agreement is assigned or subcontracted, these insurance requirements also apply to all assignees and subcontractors.

- K. The Grantee may fulfill its insurance obligations under this paragraph by self-insurance pursuant to an established plan operated in accordance with accepted insurance practices.
- L. Prior to commencing the Work under this Grant Agreement, Grantee shall furnish District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Grant Agreement.

- 25. **NOTICES.** Any notice required or permitted by this Grant Agreement shall be in writing and shall be delivered by (i) personal delivery; (ii) certified mail; or (iii) electronic mail to the respective party's Authorized Official.
- 26. **APPLICABLE LAW.** This Grant Agreement shall be interpreted and governed by applicable federal laws and State of California laws.
- 27. **ENTIRE AGREEMENT.** This Grant Agreement, together with the Exhibits attached hereto, express the complete agreement of the Grantee and the District and supersedes all prior understandings regarding the Work.
- 28. **AUTHORITY.** Grantee warrants that the person signing this Grant Agreement on its behalf is authorized to enter into this Grant Agreement.
- 29. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Grant Agreement may be executed in one or more counterparts, and counterparts may be exchanged by facsimile, electronic mail or other electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the respective parties have executed this Grant Agreement on the dates indicated below.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT SACRAMENTO CITY UNIFIED

By: _____
(Signature of authorized official of District.)

Name: Jessica A. Snelling, MBA

Title: Vice President for Administrative Services

Date: _____

By: 
(Signature of authorized official of Grantee.)

Name: Janea Marking

Title: Chief Business and Operations Officer

Date: May 27, 2025

Exhibits

- A - SCOPE OF WORK**
Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Application K12 Strong Workforce Program Round 7
- B - K12 SWP SPECIFIC TERMS AND CONDITIONS**
RFA Appendix A: Grantee Requirements and Guidelines
RFA Appendix B: Program-Specific Legal Terms and Conditions
RFA Appendix C: Guidelines, Definitions, and Allowable Expenditures

TO BE COMPLETED BY DISTRICT ONLY					
The person preparing this contract must complete this section and obtain appropriate approvals before contract will be signed.					
Initiating Department:	NFNRC	Preparer's Name & ID:	Nicole Pumphrey 3496213	Phone:	X2830
Vendor Name:	Sacramento City Unified		Vendor ID:	3469704	
PO Description:	K12 Strong Workforce Program, Year 7 Allocation				
Budget Code:	12.447.500.1.601023.55100		PO Amount:	\$926,364	
Contract Monitor Name (Person Who Approves Invoices):		Nicole Pumphrey 3496213		Phone:	X2830
APPROVALS					
Denise Adams		Erik Shearer			
Department Dean/Director Name		Initials	Department Vice President Name		Initials
Business Contracts & Risk Management Initials					

**GRANT AGREEMENT
K-12 STRONG WORKFORCE PROGRAM
EXHIBIT A**

SCOPE OF WORK

Grantee shall furnish all the necessary services, qualified personnel, material, equipment, and facilities as needed to perform all tasks specifically set forth in the Grantee's K12 Strong Workforce Program Application submitted pursuant to the Request for Application K12 Strong Workforce Program Round 7, which is attached hereto and incorporated by reference in this Grant Agreement.

K12 Strong Workforce Program
Plans (Grant: K12 SWP Round 7 (2024-25))

Produced: May 16, 2025, 07:47 PM UTC - By Tanya Meyer

Expanding Equitable Access to High-Wage CTE Pathway: Equitable Postsecondary Transitions

CERTIFIED

Details

Pathway Improvement Name *

Expanding Equitable Access to High-Wage CTE Pathway: Equitable Postsecondary Transitions

Region within which applying

North/Far North



Start Year

2024-25

Spending Duration

3 years

Assurances

This Pathway/Program Work Plan is:

✓

In compliance with K12 SWP legislation (Ed Code 88827) - 88828(c)(8)(C):

- All partners will report outcomes and financials in the NOVA.
- ✓ Aligned with your district(s)/partner district(s) 2023-24 LCAP
- ✓ Informed by, aligned with, and expands upon your region's Strong Workforce Program Regional Plan and planning efforts occurring through the Strong Workforce Program.
- ✓ Informed by Labor Market Information and regional priorities.
- ✓ Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

All LEAs will:

- ✓ Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

Lead Agency

Sacramento City Unified

Lead LEA Type

Unified School District

Agency Information**Address**

5735 47th Avenue | Sacramento, CA | 95824-4528

Region

North/Far North

Website<http://www.scusd.edu>**Community College District**

Los Rios CCD

Total ADA (Average Daily Attendance)

15407.69

Participating Schools**School**

American Legion High (Continuation) (34674393430154) - High School

Arthur A. Benjamin Health Professions High (34674390108951) - High School

C. K. McClatchy High (34674393435419) - High School

Hiram W. Johnson High (34674393434636) - High School

John F. Kennedy High (34674393434768) - High School

Luther Burbank High (34674393431012) - High School

New Technology High (34674390101881) - Charter

Rosemont High (34674390101972) - High School

Primary Contact(s)**Name****Role****Email**

Maurice James

Project Contributor & Reporter

mjames@sccoe.org

Abraham Abullarade

Project Lead Alternate Contact

abraham-abullarade@scusd.edu

Daniel Spinka

Project Lead Contact

daniel-spinka@scusd.edu

K12 Partner Agencies (optional)

No K12 Partner Agencies added.

Recurring Investments

Check the box next to Lead LEA's and/or K12 Partner Agency's previously funded projects that are similar in scope to this project application.

If no previously funded projects are similar, no action is required.

Selected	Year Funded	Lead or Partner Agency	Pathway Improvement	ID	Amount Funded
✓	2024	Sacramento City Unified	High Wage, High Demand Careers for Underrepresented Students	25692	\$570,520
	2024	Sacramento City Unified	Zero Emissions Vehicles	25694	\$419,004
	2021	Sacramento City Unified	Post-Secondary Transition & Completion	11207	\$539,025
	2019	Sacramento City Unified	SCUSD College to Career Pathways	7220	\$860,000
	2021	Sacramento County ROP	Greater Sacramento Region Workforce Collaborative (GSRWC)	11070	\$1,233,329
	2019	Sacramento County ROP	Information and Communication Technologies (ICT) Hub	6998	\$952,192

How is this proposed project scaling the previously funded K12 SWP project(s)? *

This project is similar to how we are prioritizing our focal populations of students. However, our current project will focus on extended learning in the summer and go beyond the providing student supports in high wage and high demand CTE pathways for historically underserved students.

ADA Totals

Name	ADA	Agency Type
Sacramento City Unified	15,407.69	Unified School District

Higher Education Partners

Los Rios CCD

Higher Education Partner Agency Type
District

Agency Information

Address

Region

North/Far North

Website

N/A

Community College District

Los Rios CCD

Contacts

Name	Role	Email
Richard Gentry	Project Viewer	gentryr@scc.losrios.edu

Collaborative Partners (optional)

No K12 Collaborative Partners added.

Problem Statement

Using your region's Strong Workforce Program Regional Plan and your region's Labor Market Information, explain the problem this proposed grant project is trying to solve. *

From 2017-2022, job growth in the North/Far North region was concentrated in four sectors: Energy, Construction, and Utilities; Advanced Transportation and Logistics; Education and Human Development; and Health (North/Far North CoE for Labor

Market Research, Lightcast 2023). Over the next five years, regional employment is projected to grow 9%, adding 150,000 jobs by 2027. The fastest-growing sectors include Education and Human Development (20%), Adv. Manufacturing (13%), and Advanced Transportation and Logistics (11%).

Green jobs will also expand significantly, with 38,000 openings annually in the Sacramento Region and a 12% increase from 292,000 jobs in 2021 to 327,000 by 2026. These positions span traditional skilled trades (electricians, carpenters, plumbers), emerging roles (wind turbine technicians, solar panel installers), and adv. manufacturing (electric vehicles, batteries, photovoltaics, turbine components).

To improve and meet the needs of students in SCUSD to prepare for high wage and high demand jobs aligned to state and local initiatives focused on adapting to climate resilience, and overall growing workforce demands we intend to expand the learning opportunities for students beyond the normal 8:30am to 3:30pm school day. Our green careers initiative will connect K12 students to opportunities in three of the region's top twelve priority sectors—Adv. Manufacturing, Adv. Transportation and Logistics, and Energy, Construction, and Utilities. These industries are projected to grow 10% by 2026, adding 14,000 jobs, comprising 11% of Greater Sacramento's employment. Entry-level wages begin at \$23/hr, with middle-skill roles reaching \$63/hr+ (CoE, 2023).

Despite rapid job expansion, K12 students face barriers to entering these high-growth industries. Limited career exposure, misalignment with industry needs, and inequities in workforce readiness prevent students—particularly from underserved communities—from accessing these opportunities. Without intervention, the region risks a talent gap that could slow economic growth. In SCUSD, 399 students are currently identified as unhoused, and only 68 of those are in CTE.

Our initiative directly addresses this challenge by creating structured pathways from K12 to our regional community colleges to address under enrollment and equip students with industry-aligned skills, certifications, and work-based experiences, ensuring they are prepared to succeed in the evolving job market.

Identify the sector/industry challenges or needs this proposed grant project will address with the local/regional sector/industry data that supports the stated challenges or needs, including information about the wage rate and demand for skilled workers. *

In partnership with Los Rios Community College, the California Mobility Center (CMC), and the Sacramento Valley Manufacturing Alliance, our Comprehensive Local Needs Assessment identified persistent barriers in CTE pathway completion for priority student populations, including students with disabilities, English learners, unhoused students, and Black or African American students. These populations show lower success rates in CTE programs, impacting A-G completion and graduation rates. To address this, we aim to create equitable CTE infrastructure that supports diverse student engagement, increases completion rates, and expands postsecondary opportunities.

This project will connect students to high-wage, high-demand careers in Engineering & Architecture, ICT, Manufacturing & Product Development, Transportation, Business & Finance, Arts & Media, and Public Services. Expanded summer CTE programs will provide targeted outreach and hands-on learning to underrepresented students, ensuring greater accessibility to industry pathways.

Regional Workforce Demand & Wage Data according to the North by Far North and Center of Excellence Labor Reports

Much of the region's job growth from 2017-2022 occurred in Energy, Construction, and Utilities; Advanced Transportation and Logistics; and Education and Human Development. (Lightcast 2023). Over the next five years, 150,000 new jobs are projected, with Education & Human Development (20%), Advanced Manufacturing (13%), and Advanced Transportation & Logistics (11%) leading in growth.

- Advanced Manufacturing will add 1,451 jobs in Greater Sacramento by 2026, with key roles including:
 - Machinists (\$18-\$28/hr)
 - Control & Valve Installers (\$28-\$46/hr)
 - Engineering Technicians (\$24-\$40/hr)
- Advanced Transportation & Logistics will have 15,700 annual openings over the next five years, including:

- Auto Technicians & Mechanics (\$18-\$30/hr)
- Storage & Distribution Managers (\$36-\$60/hr)
- Heavy Equipment Mechanics (\$27-\$36/hr)
- Energy, Construction, and Utilities will see 13,701 new jobs, with in-demand roles such as:
 - Electrical Contractors (\$22-\$46/hr)
 - Plumbing & HVAC Technicians (\$21-\$34/hr)
 - Carpenters (\$20-\$36/hr)

By aligning student pathways with regional workforce needs, this project ensures that historically underserved students gain access to sustainable, high-paying careers, strengthening both industry growth and economic mobility.

Identify the need or opportunity to create alignment with your Community College partner(s) that this K12 SWP project will address. *

According to the Centers of Excellence for Labor Market Research (February 2023, pg. 23), the two largest workforce gaps in our region exist in Energy, Construction, and Utilities & Advanced Transportation and Logistics. These sectors struggle to find qualified workers, creating an opportunity to align K12 students with high-wage, high-growth careers. Through our partnership with Sacramento City College (SCC), we are developing structured pathways to address this talent gap by expanding career education and early college credit opportunities for K12 students.

Last summer, 80 SCUSD students participated in SCC's STEM-focused Makerspace Lab, gaining hands-on experience in robotics, electronics, design thinking, and laser cutting. Moving forward, we will expand these learning opportunities to include:

- Early College Credit courses in CTE fields, giving students a head start on industry-recognized certifications.
- Credit-bearing summer learning programs, allowing priority students to build job-ready skills.
- Field trips to SCC's CTE departments, increasing early exposure to high-demand career pathways.
- Postsecondary transition programs, ensuring seamless entry into SCC's workforce-aligned training programs.

SCC recently received a grant to pilot a one-year enrichment program for 50 students, providing hands-on experiences in green careers and electric vehicle charger certification. These programs will intentionally serve African American/Black students, students with disabilities, English learners and homeless youth, ensuring equity-driven access to high-wage career pathways. Through our partnership with CMC regional workforce trainers, students will earn industry-recognized certifications, including OSHA 10 and E-Forklift training, opening direct employment opportunities within the Energy, Construction, and Utilities & Advanced Transportation and Logistics sectors and beyond including Manufacturing. Partnership with our regional community colleges will allow for students to pursue stackable credentials through SCC's Mechanical-Electrical and Technology (MET) program and other CTE programs at Los Rios. By building clear pathways from K12 to SCC's MET and Los Rios' CTE programs, this project ensures students can seamlessly transition from early college credit to industry credentials to employment in high-wage, high-demand fields.

Provide data that identifies equity gaps on how student subgroups (e.g., race, gender, socioeconomics, unduplicated) access, experience opportunities, and complete high school coursework that are aligned to high-potential CTE programs at disproportionate rates. Specifically, include evidence from demographic, enrollment and completion data to substantiate the targeted student population to be served. *

SCUSD's goal is to increase student enrollment and completion in CTE pathways, particularly for students with disabilities, English learners, unhoused students, and African American/Black students. Since 2018, SCUSD has experienced a steady decline in both CTE enrollment and completion rates, especially among our focal populations. Our Homeless Youth Services Department has worked hard to identify students experiencing housing instability, increasing the identified population to 388

students in the past year. However, only 68 (17%) of these students are currently enrolled in CTE, signaling a significant disparity in access.

According to the North by Far North CTE Pathway Completer Disproportionate Impact Data Tool, Black or African American, Hispanic, English learners, socioeconomically disadvantaged, and students with disabilities face significant barriers to CTE completion, with students with disabilities showing the largest disparity (-3.98). These gaps mean that underserved students are missing out on high-wage, high-demand career paths in sectors like Advanced Manufacturing, Green Jobs, and Information Technology—industries projected to grow by 10-13% over the next five years (Lightcast 2023).

This project will address these disparities by improving support and access to high-wage career paths. Through summer, weekend, and after-school programs, students will have the opportunity to earn stackable certifications in priority sectors while gaining real-world exposure to work-based learning through industry partnerships such as CMC and post-secondary collaborations with Los Rios Community College. These programs will help students develop the skills, certifications, and networks they need to transition smoothly into high-demand careers and postsecondary education.

Project Objectives

Identify measurable outcomes for this project that align career pathways/programs to community college programs AND lead to high-wage, high-demand career opportunities. *

To address the needs described, the College and Career Readiness Department will host summer career education programs that will:

- Provide career technical education outreach and engagement to 150 English Learner, African American, and Students with Disabilities annually.
- Increase homeless student participation in CTE programs by 200 students annually.
- Deliver employability training, including resume writing, interview skills, and financial literacy.
- Expand career awareness activities, including workplace and college tours, classroom presentations, and a strong focus on STEM, green jobs, and climate resilience careers.
- Offer CMC industry certifications, including OSHA 10 and E-Forklift, ensuring students earn recognized credentials for workforce entry.
- Collaborate with Sacramento City College, Sacramento County Office of Education, and industry partners to develop a diversity panel that reflects the student population and ensures equitable program access.

Measurable Outcomes:

- At least 75% of the of participating students will earn an industry-recognized certification (OSHA 10, E-Forklift).
- At least 50% of students will enroll in courses at Sacramento City College, earning college credit toward CTE pathways.
- At least 40% of students will complete a summer work-based learning experience with an industry partner.

Students will transition into Sacramento City College's CTE programs, obtaining stackable credentials that lead to high-wage careers in Advanced Manufacturing, Advanced Transportation, and Energy, Construction, and Utilities.

Describe the efforts your project will include that will close equity gaps by improving access to and completion of high-skill/high-wage CTE opportunities for disproportionately impacted students. Include student services that are designed to intentionally improve outreach and increase targeted academic supports, such as tutoring, mentoring by professionals and work-based learning. *

Different partners will provide career awareness activities aligned with their industry sector and targeted student populations (students with disabilities and Black or African American students). These activities will include workplace and college tours, guest speakers, mentorship, and STEM-focused experiences, with an emphasis on green and climate resilience careers.

Partner Roles & Responsibilities:

- **Sacramento County Office of Education (SCOE):** Soft skills training, resume writing, interview skills, mentorship, and financial literacy.
- **Energy, Construction, and Utilities:**
 - **Sacramento Municipal Utilities District (SMUD) & Grid Alternatives Solar:** Workplace tours, guest speakers on renewable energy careers.
 - **Building Careers Foundation:** Classroom presentations and hands-on experiences in construction trades.
 - **Western Electrical Contractors Association:** Classroom presentations and hands-on experiences for electrical and low voltage contractors.
 - **CMC: Certifications**
- **Advanced Transportation:**
 - **Siemens, Fleet Division (City of Sacramento), and Sacramento Regional Transit (SacRT):** Workplace visits, industry demonstrations, and mentorship opportunities.
 - **California Air Resources Board:** Career panels on climate resilience jobs and zero-emission transportation careers.
 - **CMC: Certifications**
- **Cross-Sector (Advanced Transportation, Energy, Construction, Utilities):**
 - **CMC:** Green energy certifications, workforce training, and career awareness events.
- **Programs Supporting Students with Disabilities:**
 - **Career Launch Pad Program (Alta Regional Center, Pride Industries, Pilot City):** Hands-on job training and career mentorship.
- **STEM & College Readiness:**
 - **Sacramento City College:** STEM-focused Makerspace Labs and career pathway workshops.
- **Targeted Programs for Black or African American & Homeless Students:**
 - **Interns2Pros & Mending of Mother's Inc.:** Career mentoring and internship connections.

Measurable Outcomes:

- At least 200 students will participate in career awareness activities, including workplace and college tours, guest speaker sessions, and STEM/green career exploration programs.
- At least 50 students will obtain industry-recognized green energy certifications through CMC.

At least 75% of participating students will engage in mentorship or work-based learning with an industry professional.

How do your objectives respond to the needs described in the Problem Statement? *

Our objectives directly address the challenges identified in the Problem Statement by implementing career education programs in collaboration with local community colleges and industry partners, alongside an intentional outreach and recruitment strategy. These targeted interventions will ensure students with disabilities, English learners, unhoused students, and Black or African American students have equitable access to CTE pathways that lead to postsecondary success and high-wage careers.

By addressing the specific barriers identified in the Problem Statement—including low CTE participation among unhoused students (only 17% enrolled), disproportionate CTE completion rates (-3.98 for students with disabilities), and overall declining CTE enrollment since 2018—we will implement structured student engagement and retention strategies that result in:

- A 20% increase in CTE retention rates for focal populations.
- A 15% increase in CTE completion rates over the next three years.
- A 10% rise in postsecondary transitions for priority student groups.

Our early college credit, industry-aligned work-based learning, and employability skills training will ensure that students gain certifications, workplace experience, and structured career pathways leading to high-demand sectors such as Advanced Manufacturing, Energy, and Information Technology. These efforts will also positively impact district-wide A-G completion, graduation rates, and workforce outcomes, positioning focal populations for sustained economic mobility.

How are your objectives informed by and aligned with the region's Strong Workforce Program Plan and the region's Labor Market Information provided by the region's Centers of Excellence? *

Our extended-day summer learning initiative and partnership with Los Rios Community College align with Vision 2030 and the Strong Workforce Program Plan, ensuring equitable access to high-wage, high-demand careers. Vision 2030 emphasizes structured supports to help students transfer, earn a degree, or secure sustainable employment. Black or African American students face significant wage disparities (Centers of Excellence, Feb. 2023, pg. 27) and would benefit from targeted career connections.

To close these gaps, our Special Populations Coordinator launched a Student Advisory Board to support leadership, career readiness, and mentorship. This scalable model will ensure structured CTE pathways that lead to sustainable employment.

Our partnerships with Sacramento City College, CMC, and SMUD address regional labor market needs by providing:

- STEM Awareness Labs & Weekend Engineering Experiences to expand access to STEM and clean energy careers.
- Industry-recognized certifications (battery manufacturing, EV charging maintenance) that align with clean energy job demand.
- Early college credit at Sacramento City College, allowing students to earn stackable credentials leading to CTE programs and apprenticeships.

Addressing Regional Workforce Needs & SWP Priorities:

- Energy, Construction & Utilities and Advanced Transportation are projected to grow 10-13% over five years, with wages ranging from \$23/hr entry-level to \$63/hr+ middle-skill (Centers of Excellence, 2023).

- Declining CTE enrollment since 2016-2017 underscores the need for increased engagement and retention efforts.
- Our goal is to increase Black or African American student enrollment in CTE pathways by 25% and boost postsecondary transitions by 15% over the next three years.

By expanding early exposure, industry certifications, and postsecondary transitions, we are equipping students with skills for high-wage careers aligned with SWP priorities and labor market needs.

Local/Regional Economies

Unemployment Rates & Rural School Districts

Lead/Partner LEA	Rural School District?	Unemployment Rate
Sacramento City Unified	No	4.4% ↓

↑ Above High Unemployment Rate

↓ Below High Unemployment Rate

Industry Sectors & Pathways

Targeted Industry Sectors

California Department of Education Industry Sectors

- ✓ BUILDING AND CONSTRUCTION TRADES SECTOR (BLD) (CDE)
- ✓ ENERGY, ENVIRONMENT, AND UTILITIES SECTOR (NRG) (CDE)
- ✓ ENGINEERING AND ARCHITECTURE SECTOR (ENG) (CDE)
- ✓ MANUFACTURING AND PRODUCT DEVELOPMENT SECTOR (MAN) (CDE)
- ✓ TRANSPORTATION SECTOR (TRA) (CDE)

Crosswalk California Community Colleges

- ✓ Advanced Manufacturing (CCCCO)
- ✓ Advanced Transportation & Logistics (CCCCO)
- ✓ Energy, Construction & Utilities (CCCCO)

Pathways & Design Purpose

- ✗ Create a New High School Pathway(s)
- ✗ Expand and/or Scale existing High School Pathway(s)
- ✓ Implement work across Industry Sectors (i.e. WBL across sectors, career exploration across sectors, student supports across sectors)

Pathway(s) Involved

- BUILDING AND CONSTRUCTION TRADES SECTOR (BLD): Mechanical Systems Installation and Repair (Pathway 122)
 - BUILDING AND CONSTRUCTION TRADES SECTOR (BLD): Residential and Commercial Construction (Pathway 123)
 - ENGINEERING AND ARCHITECTURE SECTOR (ENG): Engineering Technology (Pathway 153)
 - MANUFACTURING AND PRODUCT DEVELOPMENT SECTOR (MAN): Machining and Forming Technologies (Pathway 212)
 - TRANSPORTATION SECTOR (TRA): Systems Diagnostics, Service, and Repair (Pathway 221)
- × Middle School Career Exploration

Work Plan**K14 Pathway Quality Strategies**

- × Curriculum and Instruction
- × College and Career Exploration
- ✓ Postsecondary Transition and Completion
- ✓ Work-Based Learning

K14 Pathway Quality Strategies: Postsecondary Transition and Completion**Describe work and project activities to be funded by K12 SWP ***

In year one, we will enroll 100 students in the summer maker space class, with 75 from our focal populations (EL, Students with Disabilities, Black or African American). Additionally, 100 students will participate in a career readiness course, with 75 from focal populations.

In year two, we will maintain enrollment while expanding dual enrollment access to 100 students, prioritizing focal populations.

In year three, we will increase dual enrollment participation to 200 students, ensuring equitable access to college credit-bearing courses that transition students to postsecondary programs and workforce pathways.

Postsecondary Alignment & Completion Strategy:

- These students will gain college credits and industry certifications, providing a seamless transition to community college programs, apprenticeships, or high-wage careers in Advanced Manufacturing, Energy, and Transportation.
- By year three, at least 75% of dual enrollment students will complete their courses, and 60% will transition to postsecondary education, apprenticeships, or full-time employment.
- This initiative directly addresses the CTE completion gap identified in the Problem Statement, ensuring historically underserved students have structured pathways to postsecondary success.

Describe and provide a list of expected, measurable outcomes *

Two full-time employees (FTE) will support work-based learning and postsecondary transition efforts by collaborating with Los Rios Community College District to facilitate the Sacramento City College makerspace summer learning experience. These specialists will also develop early college credit opportunities for CTE pathways in high-wage, high-demand sectors such as engineering, healthcare, advanced manufacturing, and advanced transportation.

To enhance student engagement in work-based learning, the project will:

- Provide structured career readiness activities, including internships, job shadowing, and industry-sponsored hands-on projects in advanced transportation, clean energy, and healthcare.
- Allocate funding for summer career readiness classes, makerspace resources, and early college credit courses to ensure students gain practical, hands-on learning experiences.
- Support SCUSD students in developing college success plans with Sacramento City College counselors, including students with IEPs, who will learn how to access community college disability support services.

Measurable Outcomes:

- At least 100 students will participate in the makerspace program, with 50% earning early college credits.
- At least 75% of participating students will complete a work-based learning experience such as an internship, mentorship, or job shadowing.
- At least 30 students with IEPs will complete a college success plan, improving their transition into postsecondary education and workforce training programs.

By expanding work-based learning and early college credit opportunities, this initiative directly addresses the barriers identified in the Problem Statement, ensuring focal populations gain structured career pathways and hands-on industry experience aligned with state project objectives under K12 SWP funding.

K14 Pathway Quality Strategies: Work-Based Learning

Describe work and project activities to be funded by K12 SWP *

During the grant cycle, our priority population students will engage in structured Work-Based Learning (WBL) experiences in collaboration with CMC, SMUD, and other industry partners. These activities will include:

- Career site visits to high-growth industries such as clean energy, advanced manufacturing, and construction.
- Industry-recognized certifications in EV charging maintenance, OSHA 10, and advanced transportation.
- Internships and mentorship programs with Sacramento-based employers to develop technical and employability skills.
- Career awareness classes, ensuring students understand career pathways and postsecondary options.

How K12 SWP Funds Will Be Used:

- Funding will support transportation for site visits, certification costs, and staffing to manage oversight of the programing, ensuring equitable access for all students, particularly ELs, students with disabilities, Black or African American students and unhoused youth.

Measurable Outcomes:

- At least 100 students will participate in internships or mentorship programs.
- At least 75 students will earn industry-recognized certifications.
- At least 80% of participants will complete a career success plan, preparing them for postsecondary transitions into high-wage, high-demand careers.

These WBL experiences will address barriers identified in the Problem Statement, ensuring historically underserved students gain the career exposure and technical skills needed for economic mobility while aligning with state project objectives under K12 SWP funding.

Describe and provide a list of expected, measurable outcomes *

In year one, 100 students will complete OSHA 10 and E-Forklift certifications through CMC, with a focus on our focal populations: African American/Black students, English learners, students with disabilities, and unhoused students. Certification completion will increase by 25% annually over the grant cycle.

Internship participation will start with 10 placements in year one, increasing by 10 each year. Priority will be given to students from our focal populations, ensuring equitable access to hands-on career experience. Internship placements will be in clean energy, advanced transportation, and construction, providing students with practical workforce skills and industry mentorship.

Expected Measurable Outcomes:

- At least 80% of students who enroll in certification programs will successfully earn OSHA 10 and E-Forklift credentials, preparing them for logistics, transportation, and construction careers.
- At least 50% of internship participants will transition to employment, apprenticeships, or postsecondary education.
- By year three, certification participation will have increased by 75%, and internship placements will have expanded to 30 students annually.

These efforts will directly address the barriers identified in the Problem Statement, ensuring that students—particularly those from underserved backgrounds—gain the technical skills, career exposure, and industry certifications necessary for high-wage, high-demand careers.

Additional Narratives

Identify partner roles and responsibilities *

Sacramento City Unified School District (SCUSD) will lead student outreach efforts to increase participation in dual enrollment, summer makerspace courses, and summer career readiness programs. SCUSD will ensure that focal populations—English learners, students with disabilities, unhoused students, and Black or African American students—have equitable access to these opportunities.

Sacramento City College (SCC) will:

- Offer weeklong summer makerspace courses focused on hands-on STEM and CTE skill development.
- Provide early college credit opportunities that align with high-wage, high-demand career pathways, including advanced manufacturing, healthcare, and clean energy.

- Serve on the SCUSD CTE advisory board, providing guidance on curriculum development, industry partnerships, and articulation agreements to strengthen cross-district alignment and postsecondary transitions.

CMC

- Offer OSHA 10 and E-forklift certification for students.
- Provide early college credit opportunities that align with high-wage, high-demand career pathways, including advanced transportation, and clean energy.
- Serve on the SCUSD CTE advisory board, providing guidance on curriculum development, industry partnerships, and articulation agreements to strengthen K12 and industry alignment.

These partnerships will ensure that students gain early exposure to CTE pathways, earn college credit, and transition seamlessly into postsecondary programs and high-wage careers.

Identify the total number of students (unduplicated headcount) and/or teachers to be served and describe the way they will be impacted by each strategy. Provide justification for requested funds and address plans for sustainability. (Return on Investment) *

We aim to serve a total of 900 students and recognize that some students may continue to engage in our extended learning program. If 33% of students receive more than one engagement from year one to year two and from year two to year three we would aim to impact 664 unduplicated students.

Describe the student supports activities designed to improve access to and completion of high-skill/high-wage CTE opportunities for disproportionately impacted students. *

Our two full-time employees (FTE) will collaborate with the Special Education Department, Homeless Youth Services, and the Multilingual Department to provide targeted outreach and support for disproportionately impacted students. Additionally, we will engage with CTE advisory focal groups for African American/Black students, students with disabilities, and emergent bilingual (English learner) students to ensure equitable access and completion in high-skill, high-wage CTE pathways.

Student Academic Supports & Outreach Strategies:

- Extended learning spaces will serve as structured tutoring and career mentoring hubs, providing academic support, industry-aligned tutoring, and career coaching for students identified through CALPADS equity indicators.
- Students will receive one-on-one and small-group tutoring, helping them develop the technical and academic skills needed to complete CTE programs in advanced manufacturing, construction utilities and energy, and transportation.
- Mentorship programs with industry professionals will be integrated into work-based learning (WBL) activities to provide real-world career exposure and improve CTE completion and transition rates.

Measurable Impact & Student Outcomes:

- 75% of students participating in extended learning spaces will successfully complete their CTE pathways.
- 60% of students receiving academic support will transition to postsecondary education, apprenticeships, or employment.

- By year three, CTE program participation among disproportionately impacted students will increase by 25% due to targeted outreach and advisory board engagement.

These strategies ensure that historically underserved students receive the targeted academic supports, mentorship, and career guidance needed to complete high-wage, high-demand career pathways.

Leveraged Funds

- ✓ Perkins V (Strengthening Career and Technical Education for the 21st Century Act)
- ✓ CTEIG (California Technical Education Incentive Grant)
- ✗ Agricultural Career Technical Education Incentive Grant
- ✗ CTEFP (Career Technical Education Facilities Program/Prop 51)
- ✗ CPA (California Partnership Academies grants)
- ✗ SSP (Specialized Secondary Programs grant)
- ✓ SWP (Strong Workforce Program)
- ✗ Other

Budget & Match

Grant Funds Summary

Expenditure Type	K12 SWP Grant Funds
1000 - Certificated Salaries	\$0
2000 - Classified Salaries	\$214,590
3000 - Employee Benefits	\$75,900
4000 - Books and Supplies	\$150,241
5000 - Services and Other Expenditures	\$191,040
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$25,260 (4.0%)
Total Grant Funds Budgeted	\$657,031

Financial Match Summary

Expenditure Type	Financial Match
1000 - Certificated Salaries	\$1,279,307
2000 - Classified Salaries	\$0
3000 - Employee Benefits	\$587,509
4000 - Books and Supplies	\$0
5000 - Services and Other Expenditures	\$0
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$0
Total Financial Match	\$1,866,816

Sacramento City Unified: Budget

Budget Funds

Expenditure Type	2024-25	2025-26	2026-27	Totals
1000 - Certificated Salaries	\$0	\$0	\$0	\$0
2000 - Classified Salaries	\$42,918	\$85,836	\$85,836	\$214,590
3000 - Employee Benefits	\$15,180	\$30,360	\$30,360	\$75,900
4000 - Books and Supplies	\$50,081	\$50,080	\$50,080	\$150,241
5000 - Services and Other Expenditures	\$63,680	\$63,680	\$63,680	\$191,040
6000 - Capital Outlay	\$0	\$0	\$0	\$0
7000 - Indirect Costs	\$8,407	\$8,407	\$8,446	\$25,260
Total Budget	\$180,266	\$238,363	\$238,402	\$657,031

Sacramento City Unified: Expenditure Descriptions

2000 - Classified Salaries *

We staff two FTE to manage our extended learning CTE programs and manage the aligned to our project doing outreach with our focus populations, coordinating with industry partners, Los Rios community college and our focal population departments such as homeless youth, special education, and the multilingual department.

3000 - Employee Benefits *

These benefits are the district calculated rate of 36.8% for SEIU members for the 25-26 school year.

4000 - Books and Supplies *

These books and supplies will cover costs and materials, equipment under \$5000 such as 3D printers, filament, routers, etc. for college CTE programs, our Career Launchpad Courses.

5000 - Services and Other Expenditures *

Our services and expenditures budget will support students in the costs of buses for field trips, working with partners in internship placements and coordination, and industry-recognized certifications. Field trips, transportation will be a regular experience in this project for buses, tickets to trade shows. Some of our partnering companies will be Sacramento Electrical Training Center, Western Electrical Contractors Association, Villara, Wedner, Pacific Powder, Butch Electric, Semans, Cal EPIC, California Air Resources Board, Grid Alternatives, Solar4America to name a few and all local community colleges. We are also allocating funds to train staff via conferences. Lastly, we are partnering with a local non-profit STEM lab called MADE studios to help students develop business plans and products via their fabrication lab and curriculum.





7000 - Indirect Costs *

Indirect calculated at 4% each year is the grant total divided by 3.

Sacramento City Unified: Match**Financial Match Funds**

Expenditure type	Financial Match	Source and Description of Match Funds (255 char max)
1000 - Certificated Salaries	\$1,279,307	LCFF Funds to pay teachers in these sectors CTE sectors.
2000 - Classified Salaries		
3000 - Employee Benefits	\$587,509	The benefits current calculation of benefits paid to the teachers of CTE teachers in the Sectors.
4000 - Books and Supplies		
5000 - Services and Other Expenditures		
6000 - Capital Outlay		
7000 - Indirect Costs		
Total Financial Match	\$1,866,816	

Supporting Documents

Document Title	Type	Uploaded	Comment
K12 SWP Round 7 (2024-25) Application 2024-25: Expanding Equitable Access to High-Wage CTE Pathway: Equitable Postsecondary Transitions  View PDF  View HTML	K12 SWP Application	2/28/2025, 9:06:10 PM	This file was automatically generated on application submittal
 CMC LoS Sac City Unified, pdf	Letter of Commitment	2/28/2025, 8:27:04 PM	N/A
 SacUnified2025NFN K12 SW P.docx	Letter of Commitment	2/27/2025, 7:25:17 PM	N/A

Certification

Certifying Authority

Denise Adams

Dean of Instruction, Career Education

adamsde@butte.edu

(530) 895-2329

Jesse Castillo

Director of Accounting Services

castilj2@losrios.edu

(916) 568-3007

Tanya Meyer

K12 SWP TAP-NFN

tmeyer@frc.edu

(530) 927-7747

Becca Mortimer

Administrative Secretary-Grants

mortimertr@butte.edu

(530) 895-2867

Nicole Pumphrey

Program Coordinator

pumphreyni@butte.edu

Allison Travis-Bee

Program Coordinator

travis-beeal@butte.edu

(530) 895-2830

Approved by Tanya Meyer

05/16/2025 12:46 PM PDT



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Colleges

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K12 Strong Workforce Program

Plans (Grant: K12 SWP Round 7 (2024-25))

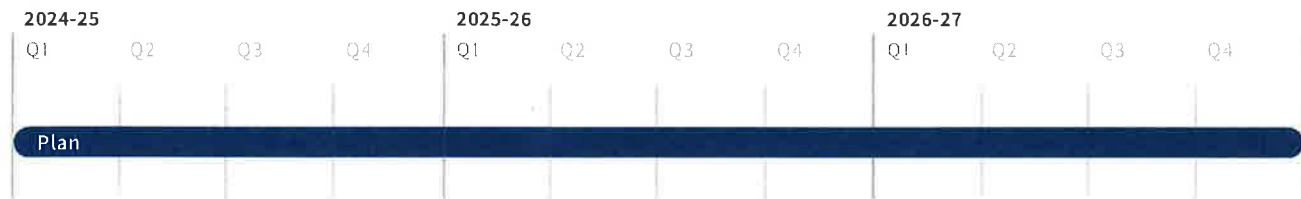
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Green Building Trades for the 21st Century**CERTIFIED****Details****Pathway Improvement Name ***

Green Building Trades for the 21st Century

Region within which applying

North/Far North

**Start Year**

2024-25

Spending Duration

3 years

Assurances**This Pathway/Program Work Plan is:**

✓

In compliance with K12 SWP legislation (Ed Code 88827) - 88828(c)(8)(C):

- All partners will report outcomes and financials in the NOVA.
- ✓ Aligned with your district(s)/partner district(s) 2023-24 LCAP
- ✓ Informed by, aligned with, and expands upon your region's Strong Workforce Program Regional Plan and planning efforts occurring through the Strong Workforce Program.
- ✓ Informed by Labor Market Information and regional priorities.
- ✓ Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

All LEAs will:

- ✓ Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

Lead Agency

Sacramento City Unified

Lead LEA Type

Unified School District

Agency Information**Address**

5735 47th Avenue | Sacramento, CA | 95824-4528

Region

North/Far North

Website<http://www.scusd.edu>**Community College District**

Los Rios CCD

Total ADA (Average Daily Attendance)

15407.69

Participating Schools**School**

Luther Burbank High (34674393431012) - High School

Primary Contact(s)

Name	Role	Email
Christina Espinosa	Project Lead Alternate Contact	cespinosa@scusd.edu
Abraham Abullarade	Project Lead Alternate Contact	abraham-abullarade@scusd.edu
Daniel Spinka	Project Lead Contact	daniel-spinka@scusd.edu

K12 Partner Agencies (optional)

No K12 Partner Agencies added.

Recurring Investments

Check the box next to Lead LEA's and/or K12 Partner Agency's previously funded projects that are similar in scope to this project application.

If no previously funded projects are similar, no action is required.

Selected	Year Funded	Lead or Partner Agency	Pathway Improvement	ID	Amount Funded
	2024	Sacramento City Unified	High Wage, High Demand Careers for Underrepresented Students	25692	\$570,520
	2024	Sacramento City Unified	Zero Emissions Vehicles	25694	\$419,004
	2021	Sacramento City Unified	Post-Secondary Transition & Completion	11207	\$539,025
	2019	Sacramento City Unified	SCUSD College to Career Pathways	7220	\$860,000
	2021	Sacramento County ROP	Greater Sacramento Region Workforce Collaborative (GSRWC)	11070	\$1,233,329
	2019	Sacramento County ROP	Information and Communication Technologies (ICT) Hub	6998	\$952,192

ADA Totals

Name	ADA	Agency Type
Sacramento City Unified	15,407.69	Unified School District

Higher Education Partners

Sacramento City College

Higher Education Partner Agency Type

College

Agency Information**Address****Region**

North/Far North

Website

N/A

Community College District

Los Rios CCD

Contacts

Name	Role	Email
Richard Gentry	Project Viewer	gentryr@scc.losrios.edu
Paul Estabrook	Project Viewer	estabrp@scc.losrios.edu

Collaborative Partners (optional)

No K12 Collaborative Partners added.

Problem Statement

Using your region's Strong Workforce Program Regional Plan and your region's Labor Market Information, explain the problem this proposed grant project is trying to solve. *

To improve and meet the needs of students at Luther Burbank High School to prepare for high wage and high demand jobs aligned to state and local initiatives focused on adapting to climate resilience, we intend to expand the pathway focus by modernizing the Building Trades Pathway to focus on green construction practices through the Leadership in Energy and Environmental Design (LEED) sustainability building standards in partnerships with the City of Sacramento, North State Building Industry Foundation, the Sacramento Municipal Utility District and Sacramento City College.

We are at the beginning of what will be explosive growth in green careers due to rapid technological advancement, large government investment, and the pressing need to decarbonize our economy - without an adequate skilled workforce pipeline. We expect 145,000 green career and construction job openings annually, across the North (Greater Sacramento) in the coming decade (Centers of Excellence report: Energy, Construction, and Utilities, 2023). These jobs will be in traditional skilled trades (electricians, carpenters, plumbers, etc.), new trades such as wind turbine technicians and solar panel installers, and in advanced manufacturing of electric vehicles, batteries, photovoltaics, and turbine components. Our green careers initiative will connect K12 students to jobs in four of the top twelve priority sectors identified in the North/Far North Strategic Plan - (1) advanced manufacturing, (2) advanced transportation and logistics, (3) energy construction and utilities, and (4) agriculture, water, and environmental technologies. These industries over the next five years are projected to have a 10% sector job growth, 14,000 new job openings by 2026 which will make up 11% of Greater Sacramento's jobs and over the next five years

and lead to occupations that offer entry-level median wages of \$23/hr rising to \$63/hr+ for middle-skill median wages, (Centers of Excellence report: Energy, Construction, and Utilities, 2023).

Identify the sector/industry challenges or needs this proposed grant project will address with the local/regional sector/industry data that supports the stated challenges or needs, including information about the wage rate and demand for skilled workers. *

This project will address the shortages of skills trade in the Building and Construction Trades sector through the greater Sacramento area.

These industries over the next five years are projected to have a 10% sector job growth, 14,000 new job openings by 2026 which will make up 11% of Greater Sacramento's jobs and lead to occupations that offer entry-level median wages of \$23/hr rising to \$63/hr+ for middle-skill median wages. (Centers of Excellence report: Energy, Construction, and Utilities, 2023).

To enhance the data provided by the Center for Excellence, according to Massachusetts Institute of Technology's (MIT's) Living Wage Calculator, for one adult supporting one child, the living wage rate was estimated to be \$25.99/hour in 2017. The students in our Green Construction pathway program go on to pursue careers as Architectural and Civil Drafters (1,451 annual openings, \$65,373 average annual earnings), Civil Engineering Technicians (875/\$68,744), Construction & Extraction Supervisors (7,363/\$86,368), and many other trades careers with living wages, union membership, and equitable wage scales and advancement opportunities (CA EDD, Long-term Occupational Projections, 2018-2028; CA EDD, LMI Division, OES 2020 First Quarter Wages). Students who continue their postsecondary education at 4-year colleges can enter stable careers as Construction Managers, Architects, and Engineers with six-figure average earnings. Sacramento City Unified School District connections to leading employers and hands-on work experience inspire our most at-risk students to pursue these advanced career goals by making high-wage employment in the highly competitive Sacramento County labor markets seem achievable. This motivation, paired with high-quality education and a clear path to accomplish their goals, enables our students to achieve sustainable living-wage employment and continued success in their careers.

Identify the need or opportunity to create alignment with your Community College partner(s) that this K12 SWP project will address. *

The Los Rios Community College Districts have several community colleges building and construction programs that offer certificates, and associate degrees. Cosumnes River College offers certificates in Green Buildings and Solar Installers. The Solar Installers Certificate offers students an introductory course for the construction industry, OSHA 10-Hour Safety Certificate, and two courses in solar photovoltaics that culminate with national certification exam preparation and job placement assistance. The Green Building Certificate will develop construction skills and an understanding of the green rating systems, material choices and environmental strategies for a livable, sustainable future. Our local Community College, Sacramento City College has a robust trades program, particularly with the Heating, Ventilation, and Air Conditioning (HVAC) arm of the industry sector. Jobs in HVAC are projected to grow with the trend of hot summers in the Sacramento Valley. We are also working with the Sacramento Valley Municipal District (SMUD) who has a zero carbon initiative by 2030. Addressing the need to use energy in HVACs efficiently across the region will be a pillar to meeting SMUDS goal and ensuring the Sacramento City Unified School District students have access to those high paying jobs.

Due to the complex and varying landscape of green job requirements, the journeys into high-wage green careers in the traditional trades often involve a complex mix of high school and community college CTE programs, pre-apprenticeships, exams, union apprenticeship applications, months-long waiting periods, supplemented by entry level employment with contractors and production facilities. These challenges will require curriculum development, training, counseling, and pre apprenticeship from the community college to prepare teachers with updated knowledge in the green field as well as assist students with guidance to transition to postsecondary and pre apprenticeships.

Provide data that identifies equity gaps on how student subgroups (e.g., race, gender, socioeconomics, unduplicated) access, experience opportunities, and complete high school coursework that are aligned to high-potential CTE programs at disproportionate rates. Specifically, include evidence from demographic, enrollment and completion data to substantiate the targeted student population to be served. *

The goal for the district is to increase student enrollment and completion of CTE pathways for all students, in particular students with a disability, students classified as English learners, unhoused students and African American or Black students. Since 2018 SCUSD has seen a decline in enrollment and CTE completion in the building trades pathways. We aim to lead the way in supporting these focal populations in achieving academic and career success. Luther Burbank High School is set in a diverse community. Currently CTE students at Luther Burbank High School are made up of 27.4% English Learners, 24.5% have a disability, and 18.2% are African American or Black. Yet in 2023-23 we saw 25 students enrolled in a capstone and seven students completed the building trades pathway, down from 2018-19 where 31 were enrolled, only 4 completed, but that was with the new rules for completion following Perkins V legislation. The enrollment between 2018 and 2019 has dropped as low as 16 in the capstone course while maintaining full sections of concentrator courses. Students are ultimately leaving the pathway. We aim to see both student enrollment and student completion increase at Luther Burbank's building and construction trades pathway.

Project Objectives

Identify measurable outcomes for this project that align career pathways/programs to community college programs AND lead to high-wage, high-demand career opportunities. *

To address the needs described, we will:

1. Provide intensive, ongoing one-on-one and small group post-secondary green career outreach and engagement to African American, English Learners and students experiencing homelessness at Luther Burbank High School.
2. Support the learning of all Luther Burbank Counseling through the development of guidance materials and professional development tailored to their needs.
3. Help teachers, counselors and Career Technicians plan effective career awareness activities, including workplace and college tours, classroom presentations, (Women in Construction) and green career mini-units.

Describe the efforts your project will include that will close equity gaps by improving access to and completion of high-skill/high-wage CTE opportunities for disproportionately impacted students. Include student services that are designed to intentionally improve outreach and increase targeted academic supports, such as tutoring, mentoring by professionals and work-based learning. *

LBHS counselors and Career Technician will provide academic and career advising and supportive services to high students who are referred by school staff after demonstrating interest in the skilled trades, engaging in building:

1. Seniors in alternative schools in all participating districts (75% of whom will not attend college within one year of graduation, on average).
2. Seniors who are off track for graduating on-time.
3. Seniors from socioeconomically disadvantaged families who have decided not to attend a four year college.
4. Juniors from socioeconomically disadvantaged families.

Measurable objectives include the following:

1. Career maps exist for the targeted green career sectors that meet the following criteria:
 - a. Provide a broad view of a multi-year trajectory toward secure living wage employment.
 - b. Provide high school students and guidance staff with clear decisions for the immediate-term and specific action steps to take prior to and immediately after graduation.
 - c. Include hyperlinks to applications for relevant, local community college programs, pre-apprenticeships, and employment opportunities.
 - d. Are approved and certified as accurate by industry, unions, and colleges in that specific industry/career path.
2. Data systems for tracking lag measures (listed below) are established, including the usage of CAL-Pass Plus, supplemented by new data submission processes agreed to by pre-apprenticeship programs, union apprenticeship programs, major employers, community colleges, and participating students.
3. The green construction careers will show the following performance indicators:
 - a. Provide direct student support to 120 students to assure that 90% and above complete the pathway
 - b. We will increase the representation of each of the following student sub groups: alternative education, African American, EL students, unhoused and students w/ disabilities.
4. At least 50% of guidance staff from our LEA have participated in professional development orienting them to the benefits of green careers and pathways into them.

How do your objectives respond to the needs described in the Problem Statement? *

By the end of the grant period:

1. Increases across all racial and ethnic subgroups of Luther Burbank High School graduates who accomplish one or more of the following, within one year of graduation:
 - a. Enroll in a Community College CTE programs listed in the problem statement,
 - b. Enroll in a union certified pre-apprenticeship program,
 - c. Complete a skilled trade union apprenticeship application,
 - d. Are employed in entry-level positions in the identified green careers sectors.

Beyond the grant period:

Equitable growth in the number and percentage of graduates who are:

1. enrolled in union apprenticeship
2. employed in positions of growing responsibilities and wages with small contractors, or

3. returning to community college CTE programs to develop targeted new skills to advance their careers.

Identify partner roles and responsibilities

Luther Burbank will

1. Release counseling staff to attend yearly skilled trades PD days (training center tours, career map orientation).
2. Cultivate student interest in the skilled trades and green careers.
3. Provide regular feedback to the College and Career Readiness Department.

Community College partners (Cosumnes River College, American River College, Sacramento City College and) will be responsible for the following:

- Cultivate relationships between college recruitment and counseling staff to ensure seamless handoffs of recent high school graduates heading to CC.
- Deliver high school classroom presentations and host student tours of building, construction and utilities programs.
- Providing early college credit, industry recognized certification and pre-apprenticeship and apprenticeship opportunities

If we provide students with early college credit, industry recognized certifications and the experience in the trades that comes from CTE pathway completion, they will be able to obtain high wage and high demand employment opportunities. These employment opportunities also provide vertical mobility for students and an opportunity to build life long careers of high wages.

How are your objectives informed by and aligned with the region's Strong Workforce Program Plan and the region's Labor Market Information provided by the region's Centers of Excellence? *

According to the NFN Regional Consortium Vision for Success, Construction and Manufacturing are the fastest growing sectors in the region. The Centers of Excellence (COE) Labor Market Data also notes that one of the sectors projected to grow the most from 2021-2026 include, "Energy, Construction, and Utilities (17%, 19,522 jobs)" (COE for Labor Market Research, February 2023). The Green Construction initiative is an opportunity for our district to re-engage our students in CTE programs which, according to the COE Labor Market Data, have seen a reduction in CTE enrollments, the highest reductions (55% decline) occurring in Energy, Construction, and Utilities. Additionally, the sector ranks third (8,335 awards) in the gap analysis of qualified workers and occupational demand in the workforce. By deepening our collaboration with Sacramento City College (SCC) we will close this gap by increasing the number of CTE students who complete our pathway and seamlessly transition to earning community college certificates and degrees. The Green Construction initiative will address gender and race/ethnicity disparities in CTE and ensure that our female students and Black or African American (AA) students are better prepared to enter employment opportunities. The disproportionate impact of female CTE students is highlighted by the COE which state that, "of CTE students who exited college and did not transfer to a postsecondary institution, only 57% of female students attained a living wage" (COE for Labor Market Research, February 2023, pg. 27). We will interrupt these disparities by collaborating with the National Association of Women in Construction and People Working Together's Construction Bound Women program to coordinate Career Exploration Visits and connect them with industry guest speakers and mentors. Students who identify as Black also experience a disproportionate impact as it relates to attaining a living wage (COE for Labor Market Research, February 2023, pg. 27). Our school district has identified Black or AA students as one of our priority populations to focus on in order to ensure that they have access to high wage, high demand jobs. Our department's new Special Populations Coordinator is launching a student advisory board at Luther Burbank this year focusing on student leadership, career readiness

and mentorship opportunities to position our Black or AA students to go into, through and beyond our CTE pathways to occupations that pay a livable wage.

Local/Regional Economies

Unemployment Rates & Rural School Districts

Lead/Partner LEA	Rural School District?	Unemployment Rate
Sacramento City Unified	No	4.4% ↓

↑ Above High Unemployment Rate

↓ Below High Unemployment Rate

Industry Sectors & Pathways

Targeted Industry Sectors

California Department of Education Industry Sectors

- ✓ BUILDING AND CONSTRUCTION TRADES SECTOR (BLD) (CDE)

Crosswalk California Community Colleges

- ✓ Energy, Construction & Utilities (CCCCO)

Pathways & Design Purpose

- ✗ Create a New High School Pathway(s)
- ✓ Expand and/or Scale existing High School Pathway(s)

Pathway(s) Involved

- BUILDING AND CONSTRUCTION TRADES SECTOR (BLD): Residential and Commercial Construction (Pathway 123)
- ✗ Implement work across Industry Sectors (i.e. WBL across sectors, career exploration across sectors, student supports across sectors)
- ✗ Middle School Career Exploration

Work Plan

K14 Pathway Quality Strategies

- ✓ Curriculum and Instruction

- ✗ College and Career Exploration
- ✓ Postsecondary Transition and Completion
- ✗ Work-Based Learning

K14 Pathway Quality Strategies: Curriculum and Instruction

Describe work and project activities to be funded by K12 SWP *

We will provide training for the classroom teachers via industry offered conferences and externships developed and identified through the pathway advisory board. We will also purchase classroom materials and equipment that aligned to green construction and courses offered at Sacramento City College. The teachers will have paid time to develop curriculum for the pathway expansion such as integrated, cross curricular-units, and lesson planning time with Los Rios Community College District staff. We are paying for 80 hours for four teachers to span over three years. This will allow teachers to write two integrated units for each year of the pathways (10,11, and 12). This will also allow for some time to collaborate with the Los Rios staff each year.

Describe and provide a list of expected, measurable outcomes *

We will purchase modernized trainers, solar panels and new and efficient HVAC trainers for students to use. This training equipment will provide skill building opportunities that students will have the opportunity to utilize in the programs at Sacramento City College. These will also enable the school site to offer certifications that the SCUSD teacher can provide for students and enable college staff and industry professionals to do in classroom demonstrations of current industry aligned tasks.

K14 Pathway Quality Strategies: Postsecondary Transition and Completion

Describe work and project activities to be funded by K12 SWP *

By purchasing green construction related equipment such as solar panels, wiring trainers, and HVAC trainers through the guidance of our industry advisory board and Los Rios Community College, students will get exposed to modern construction certifications and training. We will also provide training for the teachers in the pathways. This will lead to opportunities for students to gain early college credit and community college offered certifications leading to high wage and high demand jobs. We also plan to use resources to provide work-based learning experiences at leading green construction companies and agencies.

Describe and provide a list of expected, measurable outcomes *

- Students will increase certifications such as OSHA 10 and electric forklift certifications.
- We will increase student enrollment and pathway completion.
- The number of work-based learning will increase within the pathways
- Students will gain more early college credit and community college offered certifications

Additional Narratives

Identify partner roles and responsibilities *

- The LEA, Sacramento City Unified School District, will purchase modernized equipment through the guidance of our advisory board. The LEA will also organize and coordinate work-based learning experiences such as internships, career visits and guest speakers.
- Los Rios Community College District will facilitate field trips, provide guest speakers and sit on the pathway advisory board.

- Sacramento Municipal Utility District will provide guest speakers, and facilitate direct instruction to students in lessons teaching the technical components of 21st century, green careers.

Identify the total number of students (unduplicated headcount) and/or teachers to be served and describe the way they will be impacted by each strategy. Provide justification for requested funds and address plans for sustainability. (Return on Investment) *

In 2023-24 117 students were enrolled in the pathway. We aim to increase that enrollment to 150 students. In 2023-24 seven students completed the pathways, we aim to increase that number to 25 annually. We aim to see each student in the pathway experience at least one work-based learning experience every year. We aim to have all students OSHA 10 certified each year. Juniors (approximately 32) will gain electric fork lift training, and up to 10 seniors will be trained and certified to service electric vehicle chargers. This opportunity will be in partnership with the California Mobility Center Via SMUD. All juniors and seniors will participate in field trips to Sacramento City Colleges vocational programs.

Describe the student supports activities designed to improve access to and completion of high-skill/high-wage CTE opportunities for disproportionately impacted students. *

We have recently hired a CTE training specialist and a Special Populations coordinator to provide instructional support to the teachers with the intent of increasing enrollment and completion of our priority populations. The priority populations are our African American or Black students, students classified as English Learners and students with disabilities. We are currently working closing with our multilingual department and our special education department to provide tailored instructional trainings. We also aim to have specific work base learning opportunities targeted toward the focal populations in the building trades sector such as mentorships that match the populations that we serve.

Leveraged Funds

- ✓ Perkins V (Strengthening Career and Technical Education for the 21st Century Act)
- ✓ CTEIG (California Technical Education Incentive Grant)
- ✗ Agricultural Career Technical Education Incentive Grant
- ✗ CTEFP (Career Technical Education Facilities Program/Prop 51)
- ✓ CPA (California Partnership Academies grants)
- ✗ SSP (Specialized Secondary Programs grant)
- ✓ SWP (Strong Workforce Program)
- ✓ Other

Other Funds

LCFF

Budget & Match

Grant Funds Summary

Expenditure Type	K12 SWP Grant Funds
1000 - Certificated Salaries	\$57,600
2000 - Classified Salaries	\$0
3000 - Employee Benefits	\$20,160
4000 - Books and Supplies	\$35,000
5000 - Services and Other Expenditures	\$30,000
6000 - Capital Outlay	\$115,000
7000 - Indirect Costs	\$11,573 (4.49%)
Total Grant Funds Budgeted	\$269,333

Financial Match Summary

Expenditure Type	Financial Match
1000 - Certificated Salaries	\$353,958
2000 - Classified Salaries	\$0
3000 - Employee Benefits	\$168,564
4000 - Books and Supplies	\$16,144
5000 - Services and Other Expenditures	\$0
6000 - Capital Outlay	\$0
7000 - Indirect Costs	\$0
Total Financial Match	\$538,666

Sacramento City Unified: Budget

Budget Funds

Expenditure Type	2024-25	2025-26	2026-27	Totals
1000 - Certificated Salaries	\$19,200	\$19,200	\$19,200	\$57,600
2000 - Classified Salaries	\$0	\$0	\$0	\$0
3000 - Employee Benefits	\$6,720	\$6,720	\$6,720	\$20,160
4000 - Books and Supplies	\$25,000	\$5,000	\$5,000	\$35,000
5000 - Services and Other Expenditures	\$10,000	\$10,000	\$10,000	\$30,000
6000 - Capital Outlay	\$75,000	\$20,000	\$20,000	\$115,000
7000 - Indirect Costs	\$6,103	\$2,735	\$2,735	\$11,573
Total Budget	\$142,023	\$63,655	\$63,655	\$269,333

Sacramento City Unified: Expenditure Descriptions**1000 - Certificated Salaries ***

This will pay for four teachers to have 80 hours of paid per diem time for curriculum development to plan integrated projects and lessons aligned with Sacramento City Community College.

3000 - Employee Benefits *

This is calculated at 35% of the per diem time for the 80 hours.

4000 - Books and Supplies *

This will purchase consumables and equipment less than \$5000 such as wire, soldering equipment, hand tools, etc. There will be a significant up front cost that will taper off over the three years as shown in the budget.

5000 - Services and Other Expenditures *

We allocated 10,000 to cover buses for field trips and pay the North state Building Foundation, a local non-profit, to help coordinate externship and internship opportunities.

6000 - Capital Outlay *

The majority of the equipment will cost over \$5,000 such as HVAC trainers, solar panel trainers and other wiring system trainers.

7000 - Indirect Costs *




The Sacramento City Unified School District current indirect rate is 4.49%. We are using that indirect rate over the 3 years.

Sacramento City Unified: Match

Financial Match Funds

Expenditure type	Financial Match	Source and Description of Match Funds (255 char max)
1000 - Certificated Salaries	\$353,958	Average CTE salary for three years using LCFF funding, position is currently vacant with the new employee currently onboarding.
2000 - Classified Salaries		
3000 - Employee Benefits	\$168,564	Benefits for the CTE teacher.
4000 - Books and Supplies	\$16,144	Books and supplies purchased through the California Partnership Academy \$5,381 a year over three years.
5000 - Services and Other Expenditures		
6000 - Capital Outlay		
7000 - Indirect Costs		
Total Financial Match	\$538,666	

Supporting Documents

Document Title	Type	Uploaded	Comment
K12 SWP Round 7 (2024-25) Application 2024-25: Green Building Trades for the 21st Century  View PDF  View HTML	K12 SWP Application	10/11/2024, 8:03:09 PM	This file was automatically generated on application submittal
 SCC oct7 2024letter of support SCUSD green.docx	Letter of Commitment	10/11/2024, 8:01:55 PM	N/A

Certification

Certifying Authority

Jesse Castillo

Director of Accounting Services

castilj2@losrios.edu

(916) 568-3007

Tanya Meyer

K12 SWP TAP-NFN

tmeyer@frc.edu

(530) 927-7747

Becca Mortimer

Administrative Secretary-Grants

mortimertr@butte.edu

(530) 895-2867

Nicole Pumphrey

Program Coordinator

pumphreyjni@butte.edu

Blaine Smith

Chair

smithbl@butte.edu

(530) 895-2894

Allison Travis-Bee

Program Coordinator

travis-beea@butte.edu

(530) 895-2830

Approved

02/03/2025 10:07 AM PST



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**GRANT AGREEMENT
K-12 STRONG WORKFORCE PROGRAM
EXHIBIT B**

K12 SWP SPECIFIC TERMS AND CONDITIONS

The Grantee shall comply with the terms and conditions: (1) RFA Appendix A: Grantee Requirements and Guidelines; (2) RFA Appendix B: Program-Specific Legal Terms and Conditions, and (3) RFA Appendix C: Guidelines, Definitions, and Allowable Expenditures Guidelines.

APPENDIX A: GRANTEE REQUIREMENTS AND GUIDELINES

A. ALIGNMENT WITH GUIDING POLICY PRINCIPLES TO SUPPORT K-14+ PATHWAYS

The California Workforce Pathways Joint Advisory Committee (CWPJAC) developed the Guiding Policy Principles to Support K-14+ Pathways to help prioritize a policy pivot towards purposeful integration of the student experience across systems and into college and career, while addressing industry workforce needs. The CWPJAC recommends incorporating the following Guiding Policy Principles in K12 SWP implementation:

- ❖ **Focus on a Student-Centered Delivery of Services** for all K-14+ college and career pathways, which accommodates multiple entry points to facilitate students' needs to build their skills as they progress along a continuum of education and training or advance in a sector-specific occupation or industry.
- ❖ **Promote Equity and Access** by eliminating institutional barriers and achievement gaps for all students to realize their educational and career aspirations.
- ❖ **Achieve System Alignment** in the economic regions of the state in order to create a comprehensive and well-defined system of articulation of high-quality K- 14+ pathway courses (i.e., both in-person and online) and work-based learning opportunities with a specific emphasis on career technical education. Bring greater coherence to programming, common use of terminology, appropriate data collection and sharing and attainment of student outcomes in a timely way that lead to upward mobility in California's industry sectors.
- ❖ **Support the Continuous Improvement and Capacity Building** at all levels and components to ensure smooth transitions in the system and focus efforts on implementation of state standards, attainment of student outcomes and a strengthening of California's regional economies.

B. LEVERAGING PARTNERSHIPS AND CTE FUNDING SOURCES

(a) Examples of Leveraging SWP at Partnering Community Colleges

Following are a few examples of how LEAs can leverage a partnering community college's existing SWP efforts.

- ❖ The partnering community college offers dual enrollment and articulated courses as part of K–14 CTE pathways so that high school students can earn early college credit and enter college CTE programs with advanced standing.
- ❖ The partnering community college can share course syllabi and collaborate with K-12 to create vertical alignment in CTE pathways.
- ❖ The partnering community college counselors and the K–12 counselors collaborate so that students stay on their chosen pathway as they transition from secondary to postsecondary education.
- ❖ The partnering community college has an SWP-funded CTE coordinator, who is responsible for outreach and marketing of CTE programs, including promoting the K–14 pathways at secondary schools and ROCs. The CTE coordinator can host open houses, provide college tours, speak to high school students and their parents, and share marketing collateral with the high school community.
- ❖ The partnering community college offers its college students apprenticeships and work-based learning opportunities through its relationships with industry. Additional work-based learning opportunities for high school CTE pathways can be established with the same industry organizations.

(b) Working Norms for Intersegmental Partnerships

Providing students with a seamless CTE pathway from K–12 through postsecondary education is a central component of the K12 SWP objectives. To support intersegmental partnerships between K–12 LEAs, institutions of higher education and Collaborative Partners, the CWPJAC recommends these working norms in building student-centered, high-quality, K–14 college and career pathways:

1. Frequent, open, and intentional communication between educational agencies, workforce agencies and employers.
2. A mindset shift from insular to coordination of planning and from independent to interdependent implementation of systems to make better use of and maximize scarce public funds.
3. A continual scan for opportunities to leverage, build upon, and/or replicate effective models and practices in order to benefit from the scale of the state.
4. An understanding of the existing eco-system as a basis to build a new culture for our institutions and incentivize behaviors and relationships.

5. Ongoing alliances through sustained funding and mutual agreements in order to “stay the course” despite governance changes.
6. A commitment to the work to create stability and sustainability of the K–14+ college and career pathway system.

C. LEVERAGING MULTIPLE CTE FUNDING SOURCES

LEAs are expected to support their CTE programs and pathways primarily through funds from the Local Control Funding Formula (LCFF), ensuring that the programs and pathways are integral to the LEAs’ programs of study. K12 SWP is intended to assist LEAs in building their capacity to leverage funds from their LCFF and other possible Federal and State CTE funding sources—such as Perkins V and CTEIG—to build strong pathway programs. In doing so, LEAs are demonstrating a commitment to improve CTE opportunities for students through high-quality programs and pathways.

Following is an example of how LEAs can leverage funding sources.

A high school plans to expand its CTE program, and it strategically leverages its different funding sources: Funds from LCFF are budgeted for the hiring of a new CTE teacher; CTEIG funds support professional development and the purchase of new equipment; Perkins V funds support student services for special populations and increased recruitment of such students; while K12 SWP funds support modifying the “A-G” curriculum with an industry focus on career pathways and skills, building connections with its local community college to provide dual enrollment courses and establishing work-based learning opportunities with local businesses.

D. PROGRAM OUTCOME MEASURES

The long-term measures of success for the K12 SWP are the students completing high school, transitioning successfully into an aligned postsecondary program, graduating with a degree or credential in a high-demand field and securing employment successfully. The K12 SWP Metrics are designed to measure student-level outcomes from K–12 to postsecondary education and employment. Only four metrics measure K–12 student-level outcomes, while the remaining metrics apply to postsecondary student-level outcomes and employment outcomes.

The K12 SWP Metrics that measure **K–12 student-level outcomes**:

- Completed 2+ CTE courses in high school in the same program of study.
- Completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning, or third-party certification.

- Graduated high school.
- Enrolled in a CA Community College within one year of leaving secondary school.

The K12 SWP Metrics that measure **postsecondary student-level outcomes**:

- Entered registered apprenticeship after participation in high school pre- apprenticeship program.
- Enrolled in another form of job training (other than CA Community College).
- Completed 9+ CTE units in the first year of CA Community College.
- Attained a CA Community College certificate/degree or journey-level status.
- Transferred to a four-year institution after exiting CA Community College.

The K12 SWP Metrics that measure **employment student-level outcomes**:

- Employed in a job closely related to field of study after exiting CA Community College.
- Median annual earnings of students after exiting CA Community College.

E. REPORTING REQUIREMENTS

a) Program Outcome Measures Reporting

****As a K12 SWP grant recipient, LEAs must collect extra data elements in addition to those required by CDE.** The K12 SWP grant recipients (both Lead and K–12 Partner Agencies) must submit the required end-of-the-year files by November 1, immediately following the fiscal year for which data are being reported.

****NOTE: Currently, the Chancellor’s Office is enhancing the data reporting tools and developing a comprehensive solution to manage the data upload process. More details will be shared in the coming months and technical assistance will be provided for the new data tool process.**

Grant recipients must also notify their region’s K–14 Technical Assistance Provider that data has been reported by the due date. The Regional Consortium may end contracts and grants from grantees that do not provide the required outcomes-based data.

b) Progress and Fiscal Reporting (see Table 7 for details)

To ensure the successful implementation of the K12 SWP, grant recipients are required to submit:

- four (4) Progress and Expenditure Reports via the NOVA Reporting System
- one (1) Final Report - K12 Expenditure Report and Outcomes via the NOVA Reporting System.

The required reports demonstrate that grant recipients have met the dollar-for-dollar match requirement and are providing program deliverables using the K12 SWP funds pursuant to Education Code, Section 88828. **It is the responsibility of the lead LEA** to ensure that all K-12 Partner Agencies on the project submit mid-year progress and expenditure reports either on their own or to the lead LEA to submit on their behalf. Failure to submit required reports or evidence that deliverables have been met could result in the loss and/or remittance of all awarded funds.

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Regional Consortium. Due dates are subject to change, pending announcement from the CA Community College Chancellor's Office.

Table 7. K12 SWP Progress and Expenditure Report Due Dates

Date	Reports Due	Reporting System	Time Period
August 29, 2025	First Progress and Expenditure Report	NOVA	January 2025 through June 2025
February 27, 2026	Second Progress and Expenditure Report	NOVA	July 2025 through December 2025
August 31, 2026	Third Progress and Expenditure Report	NOVA	January 2026 through June 2026
February 26, 2027	Fourth Progress and Expenditure Report	NOVA	July 2026 through December 2026
September 30, 2027	Final K12 SWP Expenditure Report and Outcomes	NOVA	January 2027 through June 2027
November 1, 2025	Annual Course Data Report	TBD	January 2025 through June 2025

K12 Strong Workforce Program Round 7 Request for Application

Date	Reports Due	Reporting System	Time Period
November 1, 2026	Annual Course Data Report	TBD	July 2026 through June 2026
November 1, 2026	Annual Course Data Report	TBD	July 2026 through June 2027

APPENDIX B: APPENDIX PROGRAM-SPECIFIC LEGAL TERMS, AND CONDITIONS

A. COST AND PAYMENTS

In consideration of satisfactory performance of the services described in the Grantee's application, the applicable Strong Workforce Program Career Technical Education Regional Consortium (hereinafter Regional Consortium) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement. Payment should be made as follows:

Beginning in 2021, an advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

Grantee may request progress payment(s) up to 20% of the total amount of this Grant Agreement upon submission of an invoice and accompanying documentation as required by the Regional Consortium and completion of all reports due at the time the invoice is submitted. Payment of the final 10% will be made upon receipt of an invoice and accompanying documentation as required by the Regional Consortium, and review and approval by the Regional Consortium of expenditure/progress reports and the final report.

B. WORK TO BE PERFORMED

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and Grant Agreement with the Regional Consortium.

C. MODIFICATION/BUDGET CHANGES

Grantee may request modifications to the work to be performed. **All such requests must be submitted in writing to the Regional Consortium prior to the modification being made.** The Regional Consortium may require that a Grant Amendment be processed if the Regional Consortium determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortia so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the

outcomes of the Grant Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortium.

Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The process for requesting and approving grant amendments are determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No extensions to the performance period will be granted.

Grantees are required to fully expend their grants by the end of the expenditure period. If a grantee projects that they will be unable to do so, they should contact the Regional Consortium and arrange to have their grant reduced to a level which the grantee is confident can be fully spent within the expenditure period. **If a Regional Consortium has reason to question whether a grantee can fully expend their grant within the expenditure period, it may request that the grantee provide evidence that it will be able to do so.**

D. ASSURANCES, CERTIFICATES, TERMS, AND CONDITIONS

Assurances, certifications, terms, and conditions are requirements of applicants and grantees as a condition of receiving funds. The certified K12 SWP application is a commitment to comply with the assurances, certifications, and terms and conditions associated with the grant as described in the K12 SWP Request for Applications and K12 SWP legislation (Education Code, Sections 88820-88833).

As a condition of receiving funds, funded applicants shall do the following:

- Enter into a grant agreement with the applicable Strong Workforce Program Regional Consortium that may include terms and conditions provided by the Chancellor's Office and the applicable Regional Consortium.
- Certify that all identified partners are aware of this grant application and agree to its submission.
- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.
- Certify to the K12 Selection Committee that grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

- Make expenditure data on career technical education programs available for
- Purposes of determining if the grant recipients have met the matching funds requirement specified in subdivision (c) of Section 88828, and for monitoring the use of funds provided pursuant to Section 88827.
- Every year, the awarded grantees (Lead LEAs and K-12 Partner Agencies) must provide student-level data necessary to evaluate K12 SWP as required by Legislation and submit required end-of-year data files.

APPENDIX C: GUIDELINES, DEFINITIONS, AND ALLOWABLE EXPENDITURES

A. DETERMINING IF A COST IS ALLOWABLE

All allowable costs must meet three primary criteria: (1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; (2) The cost must be allocable to the funding source activities; and (3) The cost must not be a general expense required to carry out the grantee overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the statement of work/budget of the individual fiscal agent; otherwise, they are not allowable within that year without changes to the statement of work/budget. In addition, the Regional Consortium has the discretion to impose special conditions beyond the funding source that would also determine allowability of cost.

While the proposed cost is allowable under the funding source, is it also reasonable?

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Systems that can guide this definition are necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of allocable?

Allocable is defined by the dictionary as capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Beyond this definition, allocable also means that the cost must be related to the statement of work/budget that has been approved by the Consortium.

What is supplanting?

Strong Workforce K12 funds must supplement and not supplant state or local funds. Funding may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. Strong Workforce K12 funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without Strong Workforce K12 dollars. You must be able to demonstrate that Strong Workforce K12 funds are added to the amount of state and local funds that would, in absence of Strong Workforce K12 funds, be made available for uses specified in your plan. Allocation recipients and sub-recipients must use grant funds to provide extra goods, services, materials, staff coordination positions, etc. that would not otherwise be purchased with state, local, or other non-Strong Workforce K12 funds.

Allowable General Costs

There are permissible activities within K12 Strong Workforce Program funds. In addition, there are criteria for what can be funded while doing those activities. The following table is a synopsis of rules to determine allowability of costs. (Title 2 Code of Federal Regulations (2 CFR Parts 215 and 220)).

Table 8. Allowable and Non-Allowable Activities and Costs

Allowable	Allowable with Prior Approval	Unallowable
		Advertising and Public Relations
		Alcoholic Beverages
		Alumni Activities
		Audit Costs
		Bad Debts
		Commencement and Convocation Costs
	Communication Costs (telephone, telegrams, postage, messenger)	
Compensation for Personnel Services (salary, wages, fringe benefits)		

Allowable	Allowable with Prior Approval	Unallowable
		Contingencies
		Contributions or Donations Given or Paid Out (cash, property, services)
		Entertainment Costs ¹
Equipment ² (low value assets with a value greater than \$250 - \$4,999)		Equipment ²
		Fines and Penalties ³
		Fundraising and Investment Costs
		Gifts of Public Funds are never allowed (memorabilia, honoraria, gifts, souvenirs, etc.) ⁴
		Goods & Services for Personal Use
		Improvements ⁵
Indirect or Administrative Expenditures <i>(rate approved by the Chancellor's Office)</i>		Lobbying
		Losses on Other Sponsored Agreements or Contracts
Materials & Supply Costs (only those actually used for performance of sponsored agreement)		
Meetings and Conferences ⁶		
	Memberships ⁷	
Professional and Consultant Services		

Allowable	Allowable with Prior Approval	Unallowable
		Proposal Costs
Publication and Printing Costs (printing and publication costs related only to funded project activities)		
Maintenance & Repair Costs ⁸ (keeping in efficient operating condition)		Maintenance & Repair Costs ⁸ (construction, remodeling, increasing value)
		Student Expenses, Activities or Direct Services
		Selling and Marketing ⁹
Travel ¹⁰	Out-of-State Travel ¹⁰	Out-of-Country Travel ¹⁰

¹ **Entertainment Costs:** Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

² **Equipment:** For the purposes of the K-12 SWP, equipment includes low value assets of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the institution for financial statement purpose. **Equipment with a value higher \$5,000 must obtain prior approval before purchase from the Regional Consortia.** Any equipment requested within the K12 SWP grant will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability.

General Purpose Equipment – General purpose equipment furnishings, modular offices, telephone, networks, information technology equipment systems, air conditioning equipment, reproduction and printing equipment, motor vehicles, etc. are unallowable unless the awarding agency approves them in advance.

³ **Fines and Penalties:** Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

⁴ Gifts of Public Funds: If it looks like a gift, it is. You are not allowed to purchase pencils, pens, mouse pads, t-shirts, etc. and give them out (under the marketing banner). This would still be considered a gift of public funds. Awards and honorarium would also be considered a gift of public funds and not allowed.

⁵ Improvements: Improvements for land, buildings, or equipment that materially increases their value or useful life are unallowable as a direct cost.

⁶ Meetings and Conferences: Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information or leadership, CTE competitions, CTSO opportunities (and the like) for students, are allowable. This includes costs of meals, transportation, rental of facilities, and other items incidental to such meetings or conferences. Be aware not to cross over into entertainment costs. Must obtain prior approval from the Regional Consortium.

NOTE: Food is only allowed at meetings/conferences that require a working breakfast, lunch, or dinner and disseminate technical information to participants. The meeting must have an agenda that shows a working meal; must have a sign-in sheet for participants; and cannot go over the fiscal agent's per diem guidelines for food purchases.

⁷ Memberships: Only institutional memberships are allowed (not individual memberships). If the K12 SWP applicant requests any (institutional) membership costs, the application must justify why the statement of work cannot be accomplished without paying for such membership(s). Grantee must demonstrate how they will sustain the membership beyond the term of the grant. Business, technical, and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

⁸ Maintenance and Repairs: Activities such as construction and remodeling, which increase the value of an asset or appreciably extend its useful life, are not allowed unless authorized by the funding source. Maintenance of equipment that neither adds to the permanent value of the property nor appreciably prolongs its intended life, but keeps it in an efficient operating condition, is allowable.

⁹ Selling and Marketing: Cost of selling and marketing any products or services of the institution are unallowable.

¹⁰ Travel: Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do

not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

OUT-OF-STATE TRAVEL: Out-of-state travel will be closely scrutinized and must be disclosed in the Budget summary. After the application is fully executed, any further out- of-state travel requires prior approval of the Regional Consortia by submitting the necessary (as determined by the Regional Consortia) documentation for approval. The Regional Consortium reserve the right to limit out-of-state travel.

OUT-OF-COUNTRY TRAVEL: Out-of-country travel will not be allowable via this funding source.

Cost must be necessary, reasonable, allocable, and not supplanting, and any additional cost restrictions listed in the RFA would supersede allowable costs within this summary.









K12 SWP_R7_Agreement_Sacramento City Unified_20250423_BOT 5.21

Final Audit Report

2025-05-27

Created:	2025-05-19
By:	Nicole Pumphrey (pumphreyni@butte.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAltW1LuE79iNioBU1y23gXjAbvcJLHbr

"K12 SWP_R7_Agreement_Sacramento City Unified_20250423_BOT 5.21" History

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-  Agreement completed.
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Adobe Acrobat Sign

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD24159	PURCHASING AUTHORITY NUMBER (If Applicable) LCI-0650
-------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Land Use and Climate Innovation, hereinafter referred to as STATE

CONTRACTOR NAME
Sacramento City Unified School District, hereinafter referred to as GRANTEE

2. The term of this Agreement is:

START DATE
May 30, 2025

THROUGH END DATE
December 31, 2027

3. The maximum amount of this Agreement is:
\$750,000.00 (Seven hundred fifty-thousand dollars and zero 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.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	9
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	General Terms and Conditions	3
+	Exhibit D	Special Terms and Conditions	12
-			
+	Exhibit E	EHCRP Guidelines	1
-			
+	Exhibit F	Award Letter	1
-			
+	Exhibit G	Grant Application and Attachments	15
-			

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Sacramento City Unified School District

CONTRACTOR BUSINESS ADDRESS 5435 47th Ave.	CITY Sacramento	STATE CA	ZIP 95824
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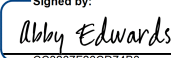
PRINTED NAME OF PERSON SIGNING Janea Marking	TITLE Central Business Partner
---	-----------------------------------

CONTRACTOR AUTHORIZED SIGNATURE Signed by:  6D79D9C4D46A455...	DATE SIGNED 5/30/2025
---	--------------------------

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD24159	PURCHASING AUTHORITY NUMBER (If Applicable) LCI-0650
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Governor's Office of Land Use and Climate Innovation			
CONTRACTING AGENCY ADDRESS 1400 Tenth Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Abby Edwards	TITLE Senior Deputy Director, SPPD		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <div>Signed by: </div>	DATE SIGNED 5/30/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol 1. 4.04 (A)(4)		

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

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Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
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Exhibit A: SCOPE OF WORK

1. Purpose of the Agreement

The purpose of this agreement, which includes Standard Agreement form 213 (STD 213), and all exhibits and attachments (collectively referred to as "Grant Agreement") is to memorialize the terms and conditions related to the Governor's Office of Land Use and Climate Innovation (LCI) award of grant funds to Sacramento City Unified School District (SCUSD) ("the Grantee").

The EHCRP funds local, regional, and tribal planning and implementation projects to mitigate the impacts of extreme heat or the urban heat island effect.

The EHCRP is administered by LCI. The Grant Agreement will be executed between the Grantee and the LCI, which collectively are referred to as "Parties." "Co-applicants", "Contributors", and "Supporters" identified in the EHCRP Application are referred to as "Partners" in this Agreement but are not parties to it. ([See Exhibit A, Section 6G](#), for requirements regarding partnership agreements for Grantees and Partners.)

For fiscally sponsored projects: the Grantee is understood to be the Fiscal Sponsor for the purposes of this agreement, acting on behalf of the sponsored project.

2. The Project is Defined by the Application and Award Letter

LCI released the final EHCRP Guidelines for this Grant Agreement on April 5, 2024 (hereafter, "the Grant Guidelines" or "the Guidelines") ([Exhibit E](#)). In accordance with the Guidelines, Grantee submitted its application ("Application") ([Exhibit G](#)) by May 7, 2024. LCI awarded a grant to fund the project described in the Application, subject to any conditions contained within the Award Letter ([Exhibit F](#)). This project, described in the Application and Award Letter, will be referred to as the "Project" throughout this Grant Agreement.

The Guidelines, the Application, and the Award Letter are hereby incorporated into this Agreement.

3. Grant Term

The term of this Grant Agreement will commence on the date that all parties have signed the Grant Agreement on page one of the Standard Agreement (STD 213) and will conclude upon completion of the Project and payment of the last invoice, unless otherwise terminated pursuant to this Agreement (hereafter referred to as "Grant Term").

All work outlined in the Project must be completed within thirty months of executing the Grant Agreement. Submit last invoice by end of month 30.

4. Authorized Signatories

The LCI Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the LCI.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#)).

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify LCI in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Party Representatives

The Party Representatives are the primary contacts for the LCI and Grantee. The Party Representatives during the Grant Term are:

LCI

Name	Title	Phone Number	Email
Dr Braden Kay	Grant Manager	(279) 228 – 6133	braden.kay@lci.ca.gov

Grantee

Name	Title	Phone Number	Email
Grantee Primary Contact: Chamberlain Segrest, Kristy McKeen	Environmental Sustainability Manager – SCUSD Grants manager - SMUD		chamberlain-segrest@scusd.edu kristyl.mckeen@smud.org
Budget Lead: Chamberlain Segrest	Environmental Sustainability Manager – SCUSD		chamberlain-segrest@scusd.edu
Authorized Signatory: Janea Marking	Central Business Officer	(916) 643-9055	janea-marking@scusd.edu

LCI and Grantee must keep the Party Representative(s) up to date. Any changes to the Party Representatives by either Grantee or LCI shall be made by providing notice within seven (7) working days of the change to the other party. The written notice shall be sent as an email attachment to be filed with the Grant Agreement.

6. Grantee Responsibilities

LCI will notify the Grantee when work may proceed. Grantee is responsible for:

- A. Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).

- C. Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template. The Invoice Template will be provided during Invoice Training, and a sample is included in [Attachment 5](#).
- D. Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- E. Complying with all applicable statutes, rules, and regulations.
- F. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).
- G. Entering into a partnership agreement with Co-Applclicant(s) and Contributor(s), if any, and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, 3) require co-applicants and contributors to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#), and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the LCI, Grantee must use email and, if available, the LCI-provided online submission platform and unless this Grant Agreement specifically requires that the document be sent by mail.

All emails must contain the Grant Agreement number and Grantee's name in the subject line.

- B. Grantee acknowledges that submissions to LCI may be subject to the California Public Records Act. For tribal grantees, program staff will consult on alternative methods for information sharing to address any concerns.

8. Reporting Requirements

A. Check-Ins

- i. Grantee must participate in regular check-in meetings with EHCRP staff and report on Project progress toward meeting High Level Tasks identified in the Work Plan along with any Performance Metrics and Timeliness related to that progress. The Grantee's check-in meeting schedule will align with the invoicing frequency set forth in [Exhibit B, Section 2](#). The Grantee must participate in no fewer than two check-in meetings per year. Grantee's attendance and participation at scheduled check-ins are a material part of this Agreement."

B. Progress Reports

- i. Grantee will submit progress reports as specified in the grant guidelines. Grantee must use the templates that will be made available to grantees via Grantee's attendance and participation at scheduled check-ins are a

- material part of this Agreement. the program's SharePoint. The progress reports must contain documentation of the work performed and should discuss how that work relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)).
- ii. Grantee will submit a mid-term progress report to LCI half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)) and using a template that will become available through the program's SharePoint folder. The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:
 - a. Outline of all activities taken pursuant to the Work Plan ([Attachment 2](#)) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.
 - c. An accounting of the expenditures made by the Grantee
 - d. Feedback on the implementation process for EHCR program staff including barriers, challenges, and opportunities.
 - iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
 - a. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - b. Use the Final Report Template, which will be available in the program's SharePoint folder.
 - c. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - d. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.
- C. Additional Reporting Requirements
- i. Grants that are funded by the Greenhouse Gas Reduction Fund (GGRF) funds must comply with all GGRF reporting requirements.

9. No Work Outside the Project Area

- A. The "Project Area" shall be defined as the area boundary for the Project, as identified in application (Exhibit G) and workplan (Attachment 2). Invoices submitted need to reflect that work has occurred on the project area ([Exhibit G](#)).
- B. No work outside the Project Area will be reimbursable through this agreement. LCI disclaims any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the EHCRP. Grantee waives any claims against LCI related to such work.

10. Conditions for Beginning Work

A. Readiness Requirements

- a. Conditions for beginning work apply to all projects proposing physical infrastructure, nature-based solutions, or other modifications to a property. Grantee must ensure that the Project meets all readiness requirements prior to expending any direct project costs ("Direct Costs"). For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)), Direct Costs are defined as expenses directly tied to physical items necessary for implementation. Examples of Direct Costs may include, but are not limited to, the purchase of tangible construction and installation materials.
- b. Indirect costs ("Indirect Costs") that support project readiness are allowed during the first six months. For the purposes of the Conditions for Beginning Work Section ([Exhibit A, Section 10A](#)) of this agreement, Indirect Costs are not directly tied to grant-funded tasks related to the construction or modification of physical infrastructure. Examples of Indirect Costs may include, but are not limited to, programmatic activities such as research and community outreach, personnel costs for administrative, supervisory, legal, or executive staff, and expenses for support units such as clerical support and housekeeping.
- c. Readiness requirements include:
 - i. CEQA compliance documentation if applicable.
 - ii. A demonstration of site control. For Projects where the Grantee or one of its partners does not own the site, the Grantee must provide evidence of a legally binding commitment of the site owner(s) to transfer ownership or allow the Grantee and/or its partners to access the site as needed for the purposes of implementing the Project.
 - iii. Documentation of all permits required to implement the Project. A list of all permits required to implement the Project must be included in the Work Plan included with this Agreement in [Attachment 2](#).
 - iv. Documentation of any other pre- implementation requirements identified in the Work Plan ([Attachment 2](#)).
- d. Grantee must demonstrate readiness within the first 6 months of the Grant Term. Readiness will be assessed and approved independently for each project.
- e. LCI has sole discretion to determine when the Grantee has demonstrated readiness for the Project. The Grantee and its partners may only expend Direct Costs on the Project once Grantee receives written notice from LCI.
- f. LCI will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.

B. Failure to meet Readiness Requirements

- a. If Grantee fails to meet all required readiness requirements within the 6 months of the Grant Term will be, the project will be deemed infeasible

and ineligible for reimbursement, unless LCI gives written approval to extend the timeline to meet the readiness requirements.

- b. Grantee may petition LCI for approval to extend the deadline to meet readiness requirements by submitting a written petition to LCI no later than one month prior to the readiness deadline. The written petition shall include information detailing the actions the Grantee and its partners have taken up to this point to attempt to meet the readiness deadline, the reason(s) that it is not feasible for the Grantee and its partners to meet the readiness deadline, and how much additional time is needed for the Grantee to fulfill all remaining readiness requirements.
- c. If the Project is deemed infeasible and ineligible for reimbursement, Grantee may not allocate Project funds to any different project without written LCI approval.

C. CEQA Readiness Requirements

- a. Grantee is responsible for complying with all applicable laws and regulations for the Project, including the California Environmental Quality Act (CEQA) (PRC § 21000 et seq.) if applicable. Documentation of CEQA compliance must be provided to LCI to establish readiness prior to Project implementation.
- b. The following documentation is acceptable to demonstrate CEQA compliance:
 - i. Documentation for projects to which CEQA does not apply
 1. A signed letter or similar document from the head of the administrative approving entity (e.g., Planning Director) of the lead agency stating that CEQA does not apply to the Project and the basis for that determination.
 - ii. Documentation for projects that are categorically or statutorily exempt
 1. A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; or
 2. Other documentation confirming that the project is exempt from CEQA, including but not limited to:
 - a. A resolution adopted by the legislative body of the lead agency (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
 - b. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director) of the lead agency.
 - iii. Documentation for all other projects subject to CEQA
 1. A file-stamped Notice of Determination

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- D. Although not required to establish readiness for Project implementation, Grantee must inform LCI if any legal claims are filed challenging any of the approvals for the Project, including CEQA approvals, within 3 business days of service of the complaint.

Exhibit B: Budget Detail and Payment Provisions

1. Fiscal Administration and Payment

- A. The Grantee is responsible for maintaining records that fully disclose its activities to implement the Project. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the LCI, of the accuracy of the records and the eligibility of the expenditures charged to EHCRP grant funds. If the eligibility of the expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed.
- B. To receive payments of grant funds, Grantee must submit to LCI the documentation listed in [Exhibit B, Section 2](#). LCI agrees to reimburse Grantee for actual costs incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- C. LCI will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days of receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For additional payment principles, see [Exhibit B, Section 5](#).
- F. LCI does not currently have infrastructure to support administering advance payments. At its election, LCI may offer an advance payment process to Grantee through an amendment to this Agreement.

2. How to Submit Invoices

- A. Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager and Senior Planner identified by LCI in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement. While an example of the Invoice Template will be provided during training, a sample is included in [Attachment 5](#).
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made.
 - a. Supporting documentation should be clearly labeled by task.
 - b. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

- B. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to LCI but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- C. At any time, LCI may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, LCI shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that LCI cancels the Grant Agreement, LCI shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Payment Provisions

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. Partners must invoice Grantee before Grantee submits an invoice to LCI. All payments will be issued to the Grantee, who will be responsible for disbursing payment to Partners. All invoices submitted by Partners to the Grantee must be contain sufficient information for Grantee to be able to invoice LCI in accordance with Exhibit B, Sections 1 and 2.
- C. All costs to be reimbursed must be reasonable, as defined below:
 - i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - i. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.
 - ii. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.
 - iii. Market prices for comparable goods or services for the geographic area.

- iv. Whether the Grantee or Partner acted with prudence in the circumstances considering their responsibilities to their employees, the public at large, and the state.
- v. Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.
- ii. LCI has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest LCI's determination as set forth at Exhibit D, Section 5.
- D. Indirect Costs exceeding twenty percent (20%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.
- E. LCI will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the [State of California travel reimbursement](#) rates in effect during the Grant Term.

- A. LCI will only reimburse for actual expenditures incurred for in-state travel with the exception of incidental costs, which are not reimbursable.
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, and receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement indemnifies and holds harmless LCI and the State of California for any liabilities resulting from such travel.

7. Work Plan and Budget Modifications

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date as specified in this Section and [Exhibit B, Section 8](#).
- B. Changes of up to twenty percent (20%) of the cost description outlined in the Budget Detail Worksheet ([Attachment 4](#)) shall be made by providing a written request to LCI before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Total costs cannot exceed the maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- C. Moderate changes to deliverable due dates and minor changes to subtask descriptions in the Work Plan ([Attachment 2](#)) shall be made by providing a written request to LCI before submission of the affected invoice and shall be

effective upon written approval from the Grant Manager. Once effective, the change shall be deemed incorporated into the Grant Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.

- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#). Material changes include:
- i. Cost changes of more than twenty percent (20%) between cost descriptions in the Budget Detail Worksheet
 - ii. Elimination or alteration of tasks or deliverables
 - iii. Significant changes to deliverable due dates
 - iv. Change in Partners, see [Exhibit A, Section 1](#)
 - v. Other changes deemed material by the Grant Manager

8. Amendments

- A. This section applies to all amendments to this Grant Agreement, except for the following:
- i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - ii. Changes to Party Representatives as set forth in [Exhibit A, Section 4](#).
 - iii. Non-Material changes to the Work Plan and Budget Detail Worksheet as set forth in [Exhibit B, Section 7](#).
- B. For all other amendments, Grantee must request and obtain prior written approval before any amendment to this Grant Agreement is valid.
- C. Request for amendments must:
- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee for Grantee.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the proposed amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of LCI in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later. Grantee further agrees to require co-applicants (see [Exhibit A, Section 6G](#) for partnership agreement requirements) and subcontractors to provide copies of all documentation of actions taken related to the Project to the Grantee for retention in compliance with this section.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.
- C. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)). Separate bank accounts are not required. Grantee must maintain financial records of expenditures in accordance with generally accepted accounting principles.
- D. Grantee must maintain documentation of its normal procurement policies and procedures.

5. Audit and Accounting

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that LCI, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by LCI, the

Department of Finance, the Bureau of State Audits, or their designated representative(s). Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.

- B. Grantee further agrees to comply with Government Code section 8546.7 in its interactions with co-applicants and subgrantees and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.
- C. Partners and subcontractors of the Grantee who are paid with grant funds under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall include a term in all contracts to that effect.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of LCI.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12990, subds. (a)-(f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2§, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant

Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. LCI and Grantee will work collaboratively to ensure this Grant Agreement and the Project are administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

13. Revenue

All revenue generated as a part of the Project by Grantee, their partners or subcontractors must be used to further the Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits.

Grantee is responsible for complying with all applicable requirements, if any, of the California Environmental Quality Act (CEQA) (Pub. Resources Code, §§ 21000 et seq.). LCI's selection of a Project for a planning grant does not foreclose appropriate consideration of alternatives or mitigation measures that would reduce or eliminate adverse environmental effects of any project during the CEQA review process. Nor does it foreclose the possibility that the project may be denied due to its significant environmental effects, if any. No work that is subject to CEQA may proceed until clearance is given by all lead and responsible agencies.

2. Subcontractors and Partners

LCI 's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise shall create any contractual relationship between LCI and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to LCI for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from LCI's obligation to make payments to Grantee. As a result, LCI shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

A. Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement. It is the responsibility of the Grantee to monitor the Project to ensure that it is completed in accordance with this Grant Agreement.

- B. Grantee agrees that LCI has the right to visit the site of the Project described in the Application ([Exhibit G](#)) and the Project Area ([Exhibit G](#)).
- C. Grantee agrees that LCI has the right to conduct a final inspection of completed Projects, as determined by LCI. For any construction projects which require certification by the appropriate registered professional (such as a California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with any final plans and specifications, Grantee must notify the LCI Grant Manager of the inspection date at least (10) working days prior to the inspection in order to provide LCI the opportunity to participate.
- D. The LCI Grant Manager has the right to request phone calls or in-person meetings with the Grantee's Party Representatives to discuss the progress of the Project. Grantee must work with the LCI Grant Manager to accommodate monitoring requests.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute

- Legal authority or pertinent facts, supporting arguments and documentation
- Action requested for resolution

The "Notice of Dispute" shall be sent to the following address, with copies sent via email to the LCI contacts in [Exhibit A, Section 4](#):

Governor's Office of Land Use and Climate Innovation
EHCRP
Attn: EHCRP Program Manager
1400 Tenth Street
Sacramento, CA 95814

- ii. Within 30 days after receipt of the "Notice of Dispute," the LCI EHCRP Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
- iii. The written dispute decision of the LCI EHCRP Program Manager is considered final and cannot be disputed further by the Grantee.

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice, except those provisions which survive termination.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or LCI to rectify any deficiency(ies) prior to the early termination date.
 - i. Conditions of early termination:
 - a. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
 - b. Upon receipt of notice from LCI of Termination for Convenience, or upon sending the notice of early termination to LCI, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
 - c. LCI will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
 - ii. The rights and remedies of LCI and Grantee provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from LCI, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against LCI, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of LCI, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. A Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
- C. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee or its employees engaged in carrying out any tasks specified in this Grant Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (Labor Code, § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability with limits not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
- D. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.
- E. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted LCI within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.
- F. Grantee must notify LCI prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of LCI, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from LCI to stop work, Grantee shall cease all work under this Grant Agreement. LCI has the sole discretion to determine that Grantee meets the terms and conditions of this Grant Agreement after a stop work order, and to send a written notice to Grantee to resume work under this Grant Agreement.

10. Remedies of Nonperformance

Grantee's failure to comply with any of the terms and conditions of this Agreement shall constitute a breach of this Agreement. LCI will give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

In addition to the other remedies that may be available to LCI in law or equity for breach of this Agreement, LCI may at its discretion exercise the following remedies:

- A. Undertake the dispute resolution process set forth at [Exhibit D, Section 5](#);
- B. Issue a stop work order pursuant to [Exhibit D, Section 9](#);
- C. Disqualify the Grantee from applying for future EHCRP funds or other LCI administered grant programs;
- D. Revoke existing EHCRP grant funds to the Grantee;
- E. Require the repayment of EHCRP grant funds disbursed and expended under this Agreement;
- F. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the EHCRP Guidelines and this Agreement;
- G. Other remedies available by law, or by and through this Agreement. All remedies available to LCI are cumulative and not exclusive.

11. Publicity

Grantee agrees that it will acknowledge LCI in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the EHCRP. LCI staff will provide LCI logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the Communications Kit provided by LCI ([Exhibit H](#)). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice, Grantee shall contact the Grant Manager.

- A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about LCI, EHCRP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

The Extreme Heat and Community Resilience Program supports a growing practice of extreme heat relief and long-term resilience to extreme heat across California. Extreme heat will impact every county in California. However, there are many actions we can take to reduce or prevent heat-related impacts to public health, our ecosystems, and the economy. EHCRP is dedicated to supporting a statewide movement to build resilience to extreme heat through job creation, placemaking, place-keeping, and protecting and improving health outcomes of Californians who are disproportionately impacted, exposed to, or

at risk of harm from extreme heat.

- *The EHCRP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Land Use and Climate Innovation. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change. Learn more: <https://opr.ca.gov/climate/icarp/>*
- *Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., must include either of the following messages:*

Long version:

"[Project Name] is supported by the Extreme Heat and Community Resilience Program at the Governor's Office of Land Use and Climate Innovation (LCI). The Extreme Heat and Community Resilience Program is an initiative of LCI's Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate adaptation and resilience in California by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

"[Project Name] is supported by the Extreme Heat and Community Resilience Program implemented by the Governor's Office of Land Use and Climate Innovation."

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging ICARP and LCI support is not practical, Grantee should instead include the official LCI logo, preceded by the words "Funded by."

- B. Media Inquiries: Grantees must distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the LCI Communications and External Affairs prior to distribution and LCI must be alerted to all press events related to the grant.
- C. Communications Materials and Photos: Grantee shall share between 8-12 high-resolution, color photos with LCI during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or

activities conducted during the Grant Term. LCI reserves the right to use these photos across its communications platforms.

- D. Social media: Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. We are present in [LinkedIn](#), [Facebook](#), [Instagram](#), [Snapchat](#), and [X](#). .

12. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if LCI determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code, § 8350 et seq.).

13. Americans with Disabilities Act

Grantee will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

14. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

15. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

16. Equipment

- A. The cost to lease equipment to use in the grant project area may be charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.
- B. Use of equipment owned by the Grantee but not purchased with grant funds, may be charged to the grant at a rate set by the California Department of Transportation Labor Surcharge and Equipment Rental Rate Guide. Use of Grantee equipment must be substantiated with an equipment usage log that identifies the equipment used, rate, and total rental cost.
- C. Purchase of equipment using grant funds is allowable only with prior approval by the LCI Grant Manager. The Grantee must provide to LCI a cost-benefit analysis to justify the cost of purchasing equipment as opposed to leasing the same equipment.
 - i. The cost of equipment purchased shall be substantiated by purchase receipt.
 - ii. Any equipment purchased with grant funds with LCI approval that is reimbursable as a Direct Cost of the Project must be solely owned on the title by the Grantee or Partner.
 - iii. Each grant-funded piece of equipment must be dedicated to the same use described in proportion in scope as in the Grant Agreement, unless LCI otherwise approves in writing, for the useful life of the equipment.
 - iv. If the owner of the grant-funded equipment determines that it no longer has need for the grant-funded equipment before the end of the equipment's useful life, the owner shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.
 - v. For the duration of the useful life of each grant-funded piece of equipment, the grantee shall maintain a record identifying each piece of grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.
- D. Grantee will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment. LCI may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost thereof from Grantee's invoice to the State, or require Grantee to repair or replace any damaged, lost, or stolen equipment to the satisfaction of LCI with no expense to the State.
- E. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

- F. Grantee must maintain an inventory record for grant-funded equipment purchased or built with funds provided under this Grant Agreement. In addition, items of grant-funded equipment or supplies that are prone to theft, loss, and misuse and may contain sensitive data (e.g., computers, printers, smartphones, tablets, cameras, GPS devices, etc.) must be inventoried. This equipment inventory record must be updated within mid-term reports and reports accompanying quarterly invoices, and upon request [reference reporting requirements section].

17. Infrastructure

- A. Grantee must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction for at least the useful life of the Project. Purchases of all real property required for the Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property acquisition by Grantee must not involve eminent domain proceedings or threat of eminent domain proceedings. Grantee must record deed restrictions on Project property, as applicable.
- B. For any rights of way, real and personal property, leases, improvements, and infrastructure funded as a reimbursable direct cost of the Project, the Grantee, Partner, or public agency, as approved in writing by the LCI Grant Manager, must be the sole owner of the title or leasehold. Each site acquired or improved upon with funding provided under this Grant Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless LCI agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Grant Agreement, Grantee may be required to reimburse the State in a manner determined by LCI.
- C. Grantee, Partner, or Subcontractor, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project for its full useful life, which, for the purpose of this Grant Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Grant Agreement, unless LCI agrees in writing. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon written approval from LCI. The Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

18. Debt Security

Grantee will not use or allow the use of any portion of real property purchased solely with EHCPR grant funds as security for any debt.

19. Force Majeure

Neither the State nor Grantee will be responsible hereunder for any delay, default, or nonperformance of this Grant Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the State or Grantee, its

Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

20. Expatriate Corporations

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

21. Corporation Qualified to do Business in California

When work under this Grant Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

22. Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Grant Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Grantee or any employee or agent of Grantee.

23. Relocation

If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.) for the Project Area, Grantee must provide a copy of the relocation plan.

24. Child Support Compliance Act

Grantee recognizes the importance of child and family support obligations and must fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

25. Environmental Justice

In the performance of this Grant Agreement, Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California, consistent with Government Code section 65040.12, subdivision (e).

26. Union Organizing

By signing this Grant Agreement, Grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Grant Agreement and hereby certifies that:

- A. No grant funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Grant Agreement.
- B. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee must maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

27. Prevailing Wages and Labor Compliance

Grantee certifies that it will comply with all prevailing wage requirements under California law, pursuant to Section 1720 et seq. of the California Labor Code. The California Labor Code requires payment of locally prevailing wages to workers and laborers on state government contracts in excess of \$1,000 for public works projects. A “public work” is the construction, alteration, demolition, installation, repair, or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Grantee can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

- A. Grantee must ensure the following on “public work” activities under this Grant Agreement:
 - i. Prevailing wages are paid;
 - ii. The project budget and invoices for labor reflects these prevailing wage requirements, or if exempt, provide the applicable exemption to EHCRP with the project budget; and
 - iii. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.
- B. Grantee must ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Grantee must ensure that all agreements with its Partners and Subcontractors to perform work related to the EHCRP Project contain the above terms regarding payment of prevailing wages on public works projects.
- C. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

- i. Grantee can identify the rates for prevailing wage on the DIR website at <http://www.dir.ca.gov>. Grantee may contact DIR for a list of covered trades and the applicable prevailing wage.
- ii. If Grantee is unsure whether the EHCRp Project or individual projects receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.
- iii. If Grantee has questions about this contractual requirement, recordkeeping, apprenticeship, or other significant requirements of California prevailing wage law, it is recommended Grantee consult DIR and/or a qualified labor attorney before accepting this grant award.

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Exhibit E, [EHCRP Guidelines](#)

Exhibit F, Award Letter



State of California Governor's Office of Land Use and Climate Innovation
1400 10th Street, Sacramento, California, 95814
lci.ca.gov

December 5, 2024
Chamberlain Segrest
chamberlain-segrest@scusd.edu

RE: Award Notification – Extreme Heat and Community Resilience Program Round 1, Large Planning Grant Award, Chamberlain, Sacramento City Unified School District Community Solar and Resiliency Project

Dear Chamberlain Segrest and partners,

The Governor's Office of Land Use and Climate Innovation is pleased to inform you that Chamberlain has been selected as a Round 1 Grantee for the Extreme Heat and Community Resilience Program award of \$750,000.00 for the project Sacramento City Unified School District Community Solar and Resiliency Project. The Extreme Heat and Community Resilience Program funds planning and implementation projects to mitigate the impacts of extreme heat. The Program will build frameworks for change and invest in local, regional, and tribal projects that strengthen communities that are vulnerable to extreme heat. Congratulations on your successful application!

In the coming weeks, staff from the Extreme Heat and Community Resilience Program (EHCRC) will schedule a kickoff meeting to discuss and address any outstanding issues identified by staff and an interagency review panel, as well as to finalize the partnership and grant agreement. Grantees and Partners will need to work closely and collaboratively with staff to address all issues prior to grant execution. Please note, this is a preliminary award, and LCI reserves the right to rescind or make changes to awards before the agreement is executed. This award is contingent on the execution of a grant agreement.

We ask that you keep the awards announcement confidential until LCI posts the information publicly on our website.

We look forward to our partnership in the coming years. If you have any questions, please contact Braden Kay, EHCRC Program Manager, at braden.kay@opr.ca.gov; and Kelly Meza Prado, EHCRC Senior Adaptation and Resilience Planner, at kelly.mezaprado@opr.ca.gov.

Sincerely,

Sam Assefa
Director, Governor's Office of Land Use and Climate Innovation

Governor's Office of Land
Use & Climate Innovation
1400 Tenth Street
Sacramento, CA 95814

Exhibit G, Grant Application

CA Gov. OPR - Extreme Heat and Community Resilience Program Powered by Submittable 

Title	Sacramento City Unified School District Community Solar and Resiliency Project	05/03/2024
	by Joanna Wagner in EHCRP - Full Application Form (2024/25)	id. 46425102
	joanna@buildmomentum.io	

Original Submission 05/03/2024

Score n/a

Application Label Sacramento City Unified School District Community Solar and Resiliency Project

Would you like to add anyone (e.g., Co-Applicants) to this form to (1) help you respond to these questions, (2) be able to view and access your response later, and (3) have EHCRP staff cc in future communications with you? Yes

Project Overview

What is the project name? Sacramento City Unified School District Community Solar and Resiliency Project

What type of grant are you applying for? Large Planning Grant

Lead and Partners Summary Lead Applicant

Name of entity acting as Lead Applicant Sacramento City Unified School District

Lead Applicant's entity type Academic Institution

If awarded, academic institutions should provide a letter or other document approved by the governing body or leadership of the institution committing to the execution of the project proposed in the application.

Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Janea Marking **Title:** Central Business Officer
(Type or Print Name)

Signature: _____ **Date:** _____

Delegated Authorized Signatories:

1. **Name:** _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

- ☐ All Grant Related Documents
- ☐ Grant Agreement
- ☐ Grant Amendments
- ☐ Budget Amendments
- ☐ Reports
- ☐ Invoices
- ☐ Other _____

2. **Name:** _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

- ☐ All Grant Related Documents
- ☐ Grant Agreement
- ☐ Grant Amendments
- ☐ Budget Amendments

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

- ☐ Reports
- ☐ Invoices
- ☐ Other _____

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Attachment 2: Work Plan

Project Name:

Work Plan	
<p>Instructions:</p> <ol style="list-style-type: none"> 1. Fill out the rows and columns with the requested information. 2. All required activities must be addressed in this workplan. The workplan is a set of capacity building strategies that align with program objectives and collectively work to achieve the project vision. 3. For the eligible activities listed in the Guidelines, applicants must develop at least one strategy that includes a description of tasks and subtasks, timeline for completion of key tasks and deliverables, and members involved in implementing each task and subtask. 4. The workplan should provide a sufficient description of tasks to provide reviewers with an understanding of how specific tasks advance project objectives and goals. 5. Applicants are not limited to 5 strategies as exemplified in this workplan - include more strategies as needed. 6. To view an example go to tab #5 "Example Work Plan" 	
Proposal Name:	Community Solar and Resiliency Project
Lead Applicant:	Sacramento City Unified School District
Project Description: (500 character limit)	<p>The Community Solar and Resiliency Project (CSR) is a multifaceted initiative aimed at understanding and addressing extreme heat impacts through collaborative, community-centered planning to support the deployment of innovative clean energy solutions and community resilience strategies.</p> <p>CSR will:</p> <ul style="list-style-type: none"> • Engage the community to understand its needs and incorporate community members into the planning process. • Develop implementation plans based on community engagement to create educational programs for members of the community to mitigate and reduce the effects associated with extreme heat. • Provide workforce development related to clean energy jobs. • Identify measures to mitigate the effects of extreme heat in the communities served by SCUSD. • Evaluate identified measures for efficacy and cost-effectiveness. • Evaluate and quantify the needs, costs, and benefits of creating a community resilience center at Hiram Johnson High School (HJHS). • Evaluate and quantify the needs, costs, and benefits of implementing resiliency measures at SCUSD's Central Kitchen (kitchen) and potentially the electric bus fleet depot (depot). • Design and engineer a 100% renewable microgrid at HJHS to serve as a community energy hub providing reliable, climate-controlled refuge during heat events during non-school hours and activities. • Design energy resilience measures at the kitchen to ensure continuity of nutrition services during power outages. <p>CSR will deliver its benefits by leveraging deep, highly functional partnerships to deliver direct community-focused benefits while contributing safer, more healthful, and more robust district services.</p>
Character Count	242

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 1: Grant Management (SCUSD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 1.1 - Overall Project Management	Grant Manager will ensure that the CSR Project is meeting its timeline, budget, and scope. Grant Manager will develop a communication plan in the first month of the Period of Performance. This includes but is not limited to regular meetings with project partners to track, receive, and comment on all Deliverables and Milestones.	Communication Plan One monthly meeting lasting one hour for each Project Partner. Meeting notes emailed to attendees after each meeting.	Month 1-24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.2 - Kick-Off Meeting	Plan and attend a "Kick-off" meeting between LCI Extreme Heat and Community Resilience Program and representatives from all the Project Partners. The administrative and technical aspects of the Project will be discussed at the meeting. Prior to the meeting, an agenda will be provided to all potential meeting participants, as well as meeting notes following the meeting. Following the meeting, within the first month of the project, subcontracts between SCUSD and all the project partners will be drafted and signed. The meeting may take place by electronic conferencing.	Agenda prior to kick off meeting. Completion of Meeting Completion of Meeting Notes Completion of Subcontracts between Prime Applicant and Subcontractors	Month 1	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.3 - Quarterly Project Updates	Prepare brief (approximately 1/2 page) updates summarizing project progress and deliver them to LCI.	Nine written, emailed updates	Ongoing, every quarter of performance period	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.4 - Mid-term Progress Report	Prepare and submit a report tracking and detailing the work completed during the first half of the grant term.	One written, emailed report	Month 12 - 13	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.5 - Final Progress Report	Prepare and submit a report on the overall status of the grant and track the work completed during the entire grant term. This Report will compile Final Reports from all subtasks and their leads.	One written, emailed report	Month 24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.6 - Case Study	Create document capturing lessons learned and effective practices through this project.	One Case Study Report and a Case Study Presentation.	Month 24	SCUSD	SMUD, UL, GRID	Program Administration
Subtask 1.7 - Final Meeting	Project Partners will meet with LCI staff to present project findings, conclusions, recommendations, and outcomes. This meeting will be attended by the SMUD and LCI staff, at a minimum, and ideally by the entire project team. SMUD will provide an agenda and final follow up notes for the meeting. The meeting will be hosted using electronic conferencing.	Agenda prior to kick off meeting. Completion of meeting Completion of Meeting Notes	Month 24	SCUSD	SMUD, UL, GRID	Program Administration

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 2: Community Outreach and Engagement (United Latinos)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCRC Eligible Activities Addressed
Subtask 2.1 - Community Advisory Board	United Latinos will establish a diverse and inclusive Community Advisory Committee-consisting of local stakeholders and community members responsible for providing insights and feedback on project initiatives while ensuring that the community's needs and perspectives are effectively represented. Members will be recruited based on their expertise, community involvement, and commitment to the project's goals. United Latinos will organize initial meetings, set a regular schedule for future engagements, and define the roles and responsibilities of all committee members.	List of Community Advisory Committee Members. Meeting schedule for up to four meetings, meeting agendas, and meeting summaries.	Months 3, 8, 15, 20	UL	SMUD, SCUSD	Large Planning Grant
Subtask 2.2 - Community Engagement Plan, Creation	United Latinos will create a comprehensive Community Engagement Plan to effectively involve community stakeholders in the development and execution of project work. The plan will identify key community groups and stakeholders, determine the best methods for engagement, and set clear objectives for community involvement. This will include scheduling and organizing meetings, workshops, and other events to facilitate communication and feedback. The plan will also outline strategies supplementing the Community Advisory Committee for ongoing communication to keep the community informed and involved throughout the project's lifecycle. The plan will include mechanisms for evaluating the effectiveness of the engagement strategies and making adjustments as necessary. The Plan will incorporate critical Community Engagement questions that were identified by AECOM through their initial Needs Assessments.	One draft Community Engagement Plan	Months 1-4	UL	SMUD, Subcontractor: AECOM	Large Planning Grant
Subtask 2.3 - Community Engagement Plan, Implementation	United Latinos will execute the final Community Engagement Plan.	Six (6) high quality photographs of the Community Advisory Committee Meetings and virtual copies of all flyers and posters that were created.	Months 4-18	UL	SMUD	Large Planning Grant
Subtask 2.4 - Community Engagement Final Report	United Latinos will prepare and submit a report on all of the work and findings relating to community engagement of the grant.	One final Community Engagement Plan One Community Engagement Final Report	Month 20	UL	SMUD	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Task 3: Workforce Development (Grid)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 3.1 - Needs Assessment through HJHS engagement	GRID will inform and support United Latinos' community engagement efforts to identify the specific skills and knowledge gaps within the target workforce (the community surrounding Hiram Johnson High School). GRID will gain insight into the needs of HJHS and the District by engaging 3-5 SCUSD administrators and staff.	1 page results memo of the needs of the HJHS teachers, community, and district staff.	Months 1-5	GRID	SCUSD, SMUD	Large Planning Grant
Subtask 3.2 - Needs Assessment through Research	GRID will conduct a literature review to identify the specific skills and knowledge gaps within the target workforce and its relations to the target community of this project (the community surrounding Hiram Johnson High School). GRID will evaluate current "Green Jobs" workforce needs and capabilities of the Hiram Johnson High School students and community versus the skills needed for future sector-related projects or roles in Sacramento. GRID will work with and through the District's Career Technical Education Department to assess the needs and capabilities of Hiram Johnson School students.	2 page summary of the literature review and a Work Force Development Plan Outline.	Months 1-5	GRID	N/A	Large Planning Grant
Subtask 3.3 - Workforce Development Plan, Draft Creation	GRID will engage SCUSD administrators, and SMUD project team for feedback on the draft Workforce Development Plan Outline to ensure that it speaks to the identified needs and that future employees are equipped with necessary skills and knowledge to adapt to an evolving labor landscape.	One draft Workforce Development Plan	Months 5-6	GRID	SMUD, Subcontractor: AECOM	Large Planning Grant
Subtask 3.4 - Workforce Development Plan, Final Creation	The final plan will aim to prepare participants for the green economy. Strategies for training, recruitment, and professional development will be formulated to address these needs effectively. The plan will also outline timelines, budget specifics, and responsibilities for implementation. The plan may include but is not limited to School Career Day events, Green Economy Career Development workshops, resume building activities, interview skills workshops, and more to prepare young adults for successful careers. Some specific activities to prepare community members and others for highly skilled "Green Jobs" may include knowledge building of electrical engineering, microgrids, circuitry, and line worker training. Additionally, it will include evaluation metrics used to monitor progress and the effectiveness of the development initiatives. GRID will work with and through the District's Career Technical Education Department in relation to any events geared toward students.	One final Workforce Development Plan	Months 7-8	GRID	N/A	Large Planning Grant
Subtask 3.5 - Workforce Development Plan, Implementation	GRID will implement the final Workforce Development Plan.	Six (6) high quality photographs workforce development scoping meetings with community members and staff.	Months 9-20	GRID	SCUSD, SMUD	Large Planning Grant
Subtask 3.6 - Workforce Development Plan, Evaluation	GRID will evaluate the challenges and successes in implementing the Workforce Development Plan.	One Lessons learned report on the implementation and evaluation of the Workforce Development Plan	Month 21	GRID	N/A	Large Planning Grant
Subtask 3.7 - Workforce Development Final Report	GRID will prepare and submit a report on all of the work and findings relating to workforce development under the grant.	Workforce Development Final Report	Month 22	GRID	SCUSD, SMUD	Large Planning Grant
Task 4: Extreme Heat Assessments and Research (SMUD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCPR Eligible Activities Addressed
Subtask 4.1 - Kickoff and Outreach Coordination	<u>Task Kickoff</u> A one hour virtual task kick off between SMUD and AECOM to confirm scope, timeline, expectations, and research objectives. Following this meeting AECOM will create a detailed timeline with milestones and dates for draft and final deliverables. <u>Community Engagement Questions</u> AECOM will work with project partners to identify potential touchpoints with the CSR's community engagement task. The touchpoints will help inform project understanding into community vulnerabilities, needs, and preferences around heat-mitigation solutions, and will help guide strategy development. After the meeting, AECOM will draft four community engagement questions that can be incorporated by UL and GRID in community engagement and outreach activities.	One (1) virtual one-hour kick-off meeting, agenda, notes, and schedule (Draft and Final; Word and Excel) Four (4) community engagement questions (Draft and Final; Word and PDF)	Months 1-2	SMUD	Subcontractor: AECOM	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

	<p><u>Confirm Data Sources</u> AECOM will review ongoing and existing research on extreme heat projections for the Sacramento region. We will leverage AECOM's ongoing climate vulnerability assessment for SMUD, as well as other completed work in the project area to efficiently evaluate future warming trends in the SCUSD area. These include the California Heat Assessment Tool (CHAT), the Capital Region Urban Heat Island Mitigation Project, and the City of Sacramento's Urban Heat Island assessment, among others. Notably, AECOM's current work for SMUD will help to identify heat vulnerabilities for electrical infrastructure under future warming conditions. Future heat trends will be assessed for a mid-century timeframe (e.g., 2030-2060) under a business-as-usual global warming scenario, which reflects best practices in adaptation planning.</p> <p>To identify vulnerable communities, we will coordinate with the project partners to identify their preferred methodology in alignment with the larger project. Potential methodologies include CHAT, CalEnviroScreen 4.0, Healthy Places Index, Senate Bill 535, and the California Climate Investments Priority Populations.</p> <p><u>Conduct Research</u> AECOM will conduct research on how extreme heat can affect schools, infrastructure, education, youth, and communities. In combination with the confirmed data sources, this research will help identify the neighborhoods and communities in Sacramento that are likely to face more impactful vulnerabilities from extreme heat. The research will describe potential impacts from heat and highlight their key vulnerabilities. The results will be summarized in a memo.</p>					
Subtask 4.2 - Heat Vulnerability Research		Extreme heat projections and impacts memo (Draft and Final; Word and PDF)	Months 1-4	SMUD	Subcontractor: AECOM	Large Planning Grant
Subtask 4.3 - Evaluate Strategies	<p>AECOM will develop an initial list of 12 strategies for the client team to review and select eight (8) strategies for additional research and development. Each of the eight selected strategies will be developed at a high-level, rather than tailored to an individual location or site. AECOM will research the likely effectiveness and describe co-benefits of each strategy, with a focus on how each relates to disadvantaged communities. Due to the complex and interactive nature of heat-mitigation strategies, effectiveness will be evaluated qualitatively and presented as order of magnitudes. Additionally, AECOM will describe each strategy's key implementation considerations, including potential timeframes, implementation steps, and the use cases or types of locations for which the strategy is best suited. To understand cost-effectiveness, AECOM will analyze rough order of magnitude (ROM) costs to implement up to three (3) strategies selected based on data availability and discussions with the project partners. For the remaining five (5) strategies, costs will be evaluated qualitatively. A technical memo will describe the methodology for cost-estimations.</p>	<p>Initial heat mitigation strategy matrix for twelve (12) strategies (Draft and Final; Excel)</p> <p>One virtual 1-hour meeting to review and discuss strategy selection, including agenda and notes (Draft and Final; Word)</p> <p>List of eight (8) selected strategies with ROM cost estimates to implement up to three (3) strategies, qualitative cost assessments for five (5) strategies, and a technical memo to describe methodology (Draft and Final; Excel, Word, and PDF)</p>	Months 4-7	SMUD	Subcontractor: AECOM	Large Planning Grant

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Subtask 4.4 - Final Report	AECOM will combine the outcomes of the prior subtasks into a final report that summarizes research findings from this project. The report will describe future trends in extreme heat for the SCUSD area, potential heat impacts on SCUSD facilities and infrastructure, such as SCUSD's electric bus fleet depot (depot) and district central kitchen (kitchen), and the surrounding communities. Additionally, the final report will also describe strategies that are likely to be highly effective to reduce extreme heat exposure and protect communities and facilities from extreme heat. AECOM will give one public presentation at a select SCUSD public Board of Education meeting in partnership with Recipients to share results and highlight top recommendations.	Final report (Draft and Final; Word and PDF) One presentation from AECOM to the SCUSD Board	Month 7-8	SMUD	Subcontractor: AECOM	Large Planning Grant
Task 5: Energy Resilience Design and Engineering (SMUD)						
Subtask	Description <i>Include detail of activities or deliverables</i>	Deliverables / Milestones <i>Major outcomes and/or metrics used to demonstrate success</i>	Timeline <i>Indicate month of project that activity will take place</i>	Task Lead <i>Which project partner is responsible for this task?</i>	Partners Involved <i>If the partners are not identified include future plans to engage</i>	EHCRP Eligible Activities Addressed
Subtask 5.1 - Project Management, Planning, and Scoping	Included in this Subtask is SMUD PM labor to manage progress and deliverables need to complete Task 5. The SMUD Project Manager will develop a Project Management Plan and budgets, as well as the ongoing modifications of these documents as the project progresses. Also included is project scoping ranging from early stage planning and development, through the life cycle of the Task and ensuring the development of final Design and Engineering plans/drawings and completion of all deliverables of this Task.	Project Management Plan and Monthly Meetings Development of Budgets	Months 1-2	SMUD	SCUSD	Large Planning Grant
Subtask 5.2 - Concept Development	SMUD's Distribution Planning, System Operators, Research and Development, and other groups will assess the infrastructure needs at HJHS, Central Kitchen, and potentially the Bus Depot to function as a coordinated Microgrid Resiliency Center. SMUD will use reports provided by AECOM from Task 4 and utilize data provided by previous tasks to inform needs and constraints of the community. Potential decision points include the configuration of the microgrid elements, such as solar array, battery storage system, and interconnection between the three sites.	(1) Outline for Concept Development and Feasibility Assessment	Months 1-10	SMUD	SCUSD, UL, GRID, Subcontractor: AECOM	Large Planning Grant
Subtask 5.3 - Preliminary Design and Engineering	Project Team will develop initial engineering designs and specifications for the microgrid elements, such as solar array, battery storage system, and interconnection equipment. SMUD distribution planners and designers will create draft single line diagrams to be included in a roughly 50% complete draft.	(1) 50% Complete Draft Design and Engineering Report	Months 10-12	SMUD	SCUSD	Large Planning Grant
Subtask 5.4 - Modeling and Theoretical Performance Testing	Project team will analyze the behavior of the proposed energy system under different scenarios, including extreme heat events. This will include developing models to predict system responses to disruptions, performance periods using tiered loads, assessing potential improvements, and optimizing designs for greater resilience. The results will guide final engineering decisions to ensure robust and reliable energy infrastructure.	(1) 75% Complete Report on Designs Proposed and Anticipated Performance	Months 10-12	SMUD	SCUSD	Large Planning Grant
Subtask 5.5 - Final Design and Engineering	Project Team will refine all design and engineering products and the configuration of the Microgrid Resiliency Center. This will include a final report and the potential single line diagrams of solar arrays, battery storage system, and interconnection equipment.	(1) Final Design and Engineering Report	Months 12-18	SMUD	SCUSD	Large Planning Grant

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

Attachment 3, Budget Detail Worksheet

Project Name:

Budget										
1. Applicants should fill in the cells labeled "N/A" only. Do not edit any shaded cells, headers, or cells with formulas included, specifically the entire Indirect Cap Check, "Total EHCRP Grant Funds", and "Check" columns. 2. Populate each Task from the workplan into the "Task" columns 3. Total EHCRP Grant Funds will calculate based on the "Cost per Unit" and "Number of Units". Use the "Task" columns to allocate each budget line item. The sum of the Task columns should equal the "Total EHCRP Grant Funds". 4. To add a Task Column, right click on "Task[X]", and "Insert Table Columns to the Left." This will ensure that the formulas properly extend across all tasks. 5. Cost per Unit and Number of Units may correspond to supplies, staff hours and rates, or estimated subcontracts (where the "unit" may equal "1") 6. The cells in column L will highlight red if the sum of the Tasks is different than the "Cost per Unit" x "Number of Units" 7. Cost Descriptions for personnel should clearly identify organizations and positions. For example: "City of [Example] – Outreach Specialist" 8. To view an example go to tab #6 "Example - Budget". For an explanation of "Cost Type" go to tab #7 "Reference".										
Proposal Name:	Community Solar and Resiliency Pro									
Lead Applicant:	SCUSD									
Table	Direct Costs	Indirect Costs								
Cap/Threshold	80-100%	0-20%								
Calculated	100.0%	0.0%								
Total	\$ 750,000.00	\$ -								
Cost Description	Cost Type	Cost per unit (Examples: Hourly rates, fees, etc.)	Number of Units (Example: Hours work fee cost, etc.)	Total EHCRP Funds	Task 1: Grant and Project Administration	Task 2: Community Outreach and Engagement	Task 3: Workforce Development	Task 4: Extreme Heat Assessments and Research	Task 5: Energy Resilience Design and Engineering	Total EHCRP Funds [Cross Check]
SCUSD Grant Management Costs (Unit: Hours)	Grantee Staff Costs	\$ 100.00	646	\$ 64,613.00	\$ 64,613.00	\$ -	\$ -	\$ -	\$ -	\$ 64,613.00
United Latinos Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 115.00	1,000	\$ 115,000.00	\$ -	\$ 115,000.00	\$ -	\$ -	\$ -	\$ 115,000.00
GRID Alternatives Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 150.00	1,000	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Sacramento Municipal Utility District Subcontractor Staff Costs	Subcontractor Staff Costs	\$ 200.00	2,102	\$ 420,387.00	\$ -	\$ -	\$ -	\$ 99,905.00	\$ 320,482.00	\$ 420,387.00
Totals				\$ 750,000.00	\$ 64,613.00	\$ 115,000.00	\$ 150,000.00	\$ 99,905.00	\$ 320,482.00	\$ 750,000.00

Attachment 4, Invoice

Grant Admin Manager Approval

CA Governor’s Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814



ICARP GRANTEE INVOICE COVER SHEET

Invoice # _____

Contractor Name _____

Agreement Number _____

Mailing Address ****This address must match payment remittance address****

Invoice Period (Month, Date, Year) _____

City, State, and Zip Code _____

A. STAFF COSTS SUBTOTAL	<div>\$</div>
B. EXPENSES COSTS SUBTOTAL	<div>\$</div>
C. TOTAL	<div>\$</div>
D. 5% RETENTION	<div>\$</div>
E. TOTAL REQUESTED	<div>\$</div>

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Authorized Signature _____

Date _____

Printed Name of Authorized Signature _____

Title _____

1400 Tenth Street Sacramento, CA 95814						ICARP Grants Rev 4/24
<div style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <h2 style="margin: 0;">ICARP GRANTEE INVOICE</h2> </div>						
Grantee Name And Address:				Agreement Number:		Invoice #:
				Invoice Period:		Terms: NET 45
COST DESCRIPTION	COST TYPE	TASK, SUB-TASK, DESCRIPTION	BUDGETED TASK AMOUNT	AMOUNT CLAIMED	TOTAL	BALANCE REMAINING
STAFF COSTS						
					\$0.00	\$ -
					\$0.00	\$ -
Grantee/Subcontractor/Co-Applicant/Partner Staff Subtotals:			\$0.00	\$0.00	\$0.00	\$ -
EXPENSES COSTS						
					\$0.00	\$ -
					\$0.00	\$ -
Project Expenses Subtotals:			\$0.00	\$0.00	\$0.00	\$ -
TOTALS						
TOTAL						\$ -
5% RETENTION						\$ -
TOTAL REQUESTED						\$ -

Cost Description	Task & Subtask	Description of Sub-Task Services Performed
		<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

Attachment 5, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT
		\$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- ☐ Request reimbursement for expenses not in the Budget Detail
- ☐ Invoiced for indirect cost reimbursement above 10% cap
- ☐ Invoiced for incidental costs or travel costs outside of CA
- ☐ Work performed prior to the Grant start or end date
- ☐ Insufficient evidence of progress made or task completion
- ☐ Invoice submitted without using required templates
- ☐ Insufficient supporting document for reimbursement
- ☐ Progress Report or Final Report not included with invoice
- ☐ Request reimbursement through another funding source
- ☐ Other not listed above:

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:	
NAME	TELEPHONE NUMBER (include Area Code)

Governor's Office of Land Use and Climate Innovation– Extreme Heat and Community Resilience Program – Round 1
Grant Number: SPPD24159, Sacramento City Unified School District (SCUSD)

RETURN A COPY OF THIS NOTIFICATION WITH THE
CORRECTED INVOICE TO:

STATE OF CALIFORNIA USE ONLY	
DATE DISPUTE RESOLVED	INITIALS
RESOLUTION	

**PARTNERSHIP AGREEMENT
FOR THE EXTREME HEAT AND COMMUNITY RESILIENCE
ROUND 1 AWARDED PROJECT:
Community Solar and Resiliency Project (CSR)**

This Partnership Agreement for the Extreme Heat and Community Resilience Program Round 1 Awarded Project named Community Solar and Resiliency Project ("Agreement") is made and entered into this _____ day of _____, 2025, by and between Sacramento City Unified School District ("SCUSD," "District," or "Lead Applicant"), the Sacramento Municipal Utility District ("SMUD" or "Contributor"), United Latinos ("UL" or "Contributor"), and GRID Alternatives ("GRID" or "Contributor"), collectively referred to as "Partners," to represent a commitment to complete a signed version of the Grant Agreement. Although titled "Partnership Agreement," this Agreement, once signed by all parties, will function as a Memorandum of Understanding ("MOU") that outlines the intent to collaboratively work together, as outlined herein. Individualized Service Agreements ("Agreements") will also be entered into with each entity and the District, after the Grant Agreement has been finalized.

RECITALS

WHEREAS, the District, in collaboration with the Partners, were awarded the Extreme Heat and Community Resilience Program (EHCRP) Grant from the Governor's Office of Land Use and Climate Innovation for the Community Solar and Resiliency (CSR) Project ("Project").

WHEREAS, the Project will focus on the planning and possible implementation of a community solar microgrid to be potentially located on the following District properties ("Properties"):

- Hiram Johnson High School, 6879 14th Avenue, Sacramento, CA 95820,
- Transportation Services, 7050 San Joaquin Street, Sacramento, CA 95820, and
- Nutrition Services, 3101 Redding Avenue, Sacramento, CA 95820.

WHEREAS, the Project will incorporate microgrid and resiliency center design and planning, community engagement efforts to help shape design and planning efforts, and workforce development efforts within the surrounding community focused on the green economy.

WHEREAS, this Agreement is entered into pursuant to requirements of the EHCRP Guidelines and Community Solar and Resiliency Project (CSR) Project ("Project").

WHEREAS, this Agreement memorializes basic terms to govern the planning and implementation of the scope of work included in the Project.

WHEREAS, an organizational chart and a table containing roles and responsibilities of each of the Partners is **attached hereto as Exhibit A**.

WHEREAS, the Partners commit to work together to implement the Project, which has been selected to be funded by the EHCRP. The Lead Applicant and Contributors have developed the Project described in the Grant Agreement, outlined in the Proposal Overview below, with the

understanding of the EHCRP requirements and are prepared to lead and participate for the term of the EHCRP Grant.

WHEREAS, the Project is supported by the EHCRP implemented by the Governor's Office of Land Use and Climate Innovation (LCI). The EHCRP is dedicated to supporting a statewide movement to build resilience to extreme heat through job creation, placemaking, place-keeping, and protecting and improving health outcomes of Californians who are disproportionately impacted, exposed to, or at risk of harm from extreme heat.

WHEREAS, the Sacramento City Unified School District will be the Grantee responsible for the EHCRP grant to take place within the project area specified in the Grant Agreement.

WHEREAS, EHCRP Project Partners include SCUSD as the Lead Applicant as well as all other Partners who are Contributors listed in the grant agreement. These organizations should be eligible to participate in the program and fully support the objectives, goals, strategies, and tasks identified within the submitted and ultimately approved EHCRP Grant Application. All Partners must agree to support the project in their roles identified as Contributors in the EHCRP Grant Agreement.

WHEREAS, LCI requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the Project including, but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

WHEREAS, this Agreement establishes a collaboration process between Partners for matters pertaining to the EHCRP grant including the implementation of the scope of work within the Project Area specified in the Grant Agreement.

WHEREAS, this Agreement is entered into pursuant to requirements of the EHCRP grant and memorializes basic terms to govern the planning and implementation of the scope of work included in the EHCRP Grant Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Roles and Responsibilities

A. Sacramento City Unified School District

1. As the Lead Applicant, SCUSD commits to all duties and responsibilities corresponding to the Lead Applicant role under the CSR Project for the term of the EHCRP Grant. SCUSD is fully committed to the activities and deliverables of the EHCRP grant Agreement and the stipulations of this Agreement and agrees to take all actions necessary to effectuate the requirements of the EHCRP grant in accordance with the State of California requirements. As Lead Applicant, SCUSD responsibilities include, but are not limited to:
 - a. Commitment to Partners
 - (i) Commitment to plan and implement the project schedule;
 - (ii) Commitment to work collaboratively;
 - (iii) Leverage available funds; and

- (iv) Commitment to build equitable practices, procedures, and processes collaboratively with Partners
 - b. Roles and Responsibilities
 - (i) Coordinate and set direction for all components of the EHCRP grant Agreement and process the approval of its parts, as may be necessary or appropriate. This will include direction setting and coordination with:
 - (1) SMUD to design and engineer a microgrid and the Properties as well as conduct an Extreme Heat Assessment,
 - (2) United Latinos to develop a Community Engagement Plan (CEP) and implementation of the CEP, and
 - (3) GRID Alternatives to develop a Workforce Development Plan (WDP) and implementation of the WDP.
 - (ii) Oversee and coordinate the EHCRP grant Agreement;
 - (iii) Prepare and disburse the EHCRP grant funds to Partners, either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
 - (iv) Submit all invoices and associated quarterly reports, mid-term progress reports, final report, case study, and other reporting as required by the EHCRP Program staff;
 - (v) Participate in regular check-in meetings with EHCR Program staff;
 - (vi) Provide the SCUSD staff support during the entirety of the grant term; and
 - (vii) Achieve and monitor goals and associated indicators as defined within the EHCRP Grant Agreement, particularly the Workplan.
 - c. Governance
 - (i) Sharing decision-making power with Partners in the implementation of the EHCRP Grant Agreement;
 - (ii) Build equitable policies
 - (iii) SCUSD is the Lead Applicant, and SMUD will support SCUSD in grant administration and implementation. These details will be further outlined in a forthcoming agreement between SCUSD and SMUD for posterity.
- B. Sacramento Municipal Utilities District, as a Primary Contributor, is responsible for implementing specific tasks stipulated within the project's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. As a Contributor, SMUD responsibilities include, but are not limited to:
- 1. Commitment to Partners
 - a. Commitment to plan and implement the project schedule;
 - b. Commitment to work collaboratively;
 - c. Leverage available funds; and
 - d. Commitment to build equitable practices, procedures, and processes collaboratively with Partners
 - 2. Roles and Responsibilities
 - a. At the discretion of, and in conjunction with SCUSD, support grant administration and create first drafts for all reporting

- b. At the discretion of, and in conjunction with SCUSD, support in the management of the project implementation.
 - c. Using SCUSD's Design Standards and Specifications for work that takes place on District Properties, provide design and engineering of a microgrid that will support the implementation of a community resiliency center at Hiram Johnson High School, per the Scope of Work.
 - d. Using SCUSD's Design Standards and Specifications for work that takes place on District Properties, provide design and engineering of a microgrid that will support continuity of services at the Districts Nutrition Services and Transportation Services properties in the event of a power failure, per the Scope of Work.
 - e. Coordinate with United Latinos to develop a Community Engagement Plan (CEP) and implementation of the CEP.
 - f. Coordinate with GRID Alternatives to develop a Workforce Development Plan (WDP) and implementation of the WDP.
 - g. Conduct an Extreme Heat Assessment with drafts shared at roughly the 50%, 75%, and 100% completion stages.
- C. United Latinos, as a Contributor, is responsible for implementing specific tasks stipulated within the project's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. As a Contributor, UL responsibilities include, but are not limited to:
 - 1. Commitment to Partners
 - a. Commitment to plan and implement the project schedule;
 - b. Commitment to work collaboratively;
 - c. Leverage available funds; and
 - d. Commitment to build equitable practices, procedures, and processes collaboratively with Partners
 - 2. Roles and Responsibilities
 - a. Create and manage a Community Engagement Advisory Board, based on input and feedback from other Partners.
 - b. Develop a Community Engagement Plan (CEP).
 - c. Implement the CEP.
 - d. Produce a Final CEP Report, with regular feedback incorporated from other Partners.
- D. GRID Alternatives, as a Contributor, is responsible for implementing specific tasks stipulated within the project's workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. As a Contributor, GRID responsibilities include, but are not limited to:
 - 1. Commitment to Partners
 - a. Commitment to plan and implement the project schedule;
 - b. Commitment to work collaboratively;
 - c. Leverage available funds; and
 - d. Commitment to build equitable practices, procedures, and processes collaboratively with Partners
 - 2. Roles and Responsibilities
 - a. Conduct an EHCRP Workforce Development community needs assessment

- b. Work with SCUSD's Career Technical Education Department to engage, identify, and support student work-based learning programming that does not negatively impact Collective Bargaining Agreements in place with District personnel.
- c. Create Workforce Development Plan (WDP)
- d. Implement WDP
- e. Generate Final EHCRP and WDP Report with regular feedback incorporated from other Partners.

II. Proposal Overview

The Partners proposes the Community Solar and Resiliency Project (CSR), a multifaceted initiative aimed at understanding and addressing extreme heat impacts through collaborative, community-centered planning to support the deployment of innovative clean energy solutions and community resilience strategies. CSR will:

- A. Engage the community to understand its needs and incorporate community members into the planning process.
 - 1. Develop Implementation Plans based on community engagement to create educational programs for members of the community to mitigate and reduce the effects associated with extreme heat.
 - 2. Explore community-driven mitigation strategies.
- B. Provide workforce development related to clean energy jobs.
- C. Identify measures, including nature-based, to mitigate the effects of extreme heat in the communities served by SCUSD.
- D. Evaluate identified measures for efficacy and cost-effectiveness.
- E. Evaluate and quantify the needs, costs, and benefits of creating a community resilience center at Hiram Johnson High School (HJHS).
- F. Evaluate and quantify the needs, costs, and benefits of implementing resiliency measures at SCUSD's Transportation Services and Nutrition Services Properties.
- G. Evaluate the ability to interconnect the Properties within a larger microgrid.
- H. Outline initial design and engineer parameters for a renewable microgrid at HJHS intended to serve as a community energy hub providing reliable, climate-controlled refuge during heat events.
- I. Outline initial design and engineer parameters and requirements for new resiliency and expanded vehicle-to-grid measures to enhance energy reliability while accelerating the electrification of SCUSD's bus fleet.
- J. Outline initial design energy resilience measures at the central kitchen to ensure continuity of nutrition services during power outages.
- K. A Final Design and Engineering Report including:
 - 1. System Requirements Analysis, Site Assessment, Load Analysis, Renewable Resource Assessment, Preliminary-Component Selection, Energy Storage Sizing and Configuration, Control System Design, Grid Interconnection and Islanding Protection, Safety and Compliance, and a Cost-Benefit Analysis.

CSR will deliver its benefits by leveraging deep, highly functional partnerships to deliver direct community-focused benefits while contributing safer, more healthful, and more robust district services.

III. EHCRP Proposal Collaborative Partnership Structure

A. General

This section defines how the Collaborative Partnership Structure between the Lead Applicant and its subsequent Contributors will enact project tasks and resolve disputes or underperformance. In general, these pathways will be further defined in forthcoming Memorandums of Understanding between the Lead Applicant and each individual Contributor. The Collaborative Partnership Structure holds SCUSD as the Lead Applicant with SMUD, United Latinos and GRID Alternatives as Contributors. In general:

1. SCUSD will set the direction and oversee the entire planning and management of the Project.
2. SMUD will support the daily management of the project, including administration of the grant, on behalf of and in coordination with SCUSD. SMUD will consult with SCUSD on management and administration of the grant. SCUSD has final approval of all management, administration and work product decisions.
3. SMUD will develop the design and engineering of the microgrid, based on SCUSD direction as well as District's Design Standards and Specifications.
4. SMUD will perform an Extreme Heat Assessment of the HJHS neighborhood census tract to be shared with SCUSD as outlined herein.
5. UL will work with local community members and representatives to develop and implement a community engagement plan to garner input and feedback on the uses of a microgrid community resiliency center as well as workforce.
6. UL will work with local community members and representatives to identify the specific skills and knowledge gaps within the target workforce in order to support GRID's workforce development efforts.
7. GRID Alternatives will perform workforce development engagement of both the District's Career Technical Education Department's efforts at Hiram Johnson High School, and its surrounding neighborhood census tract to increase availability of 'green' jobs.

B. Meetings

1. Partners will conduct an all-hands Project kickoff meeting shortly after the SCUSD-LCI contract is executed. Subsequent meetings will be scheduled soon after to begin the work of the grant in detail.
2. Reoccurring team biweekly or monthly meetings to provide the team updates on the project status, discuss progress and challenges, next steps, etc. The team will conduct additional ad hoc meetings as needed. LCI will be included in these meetings on a monthly basis, or as requested by LCI.
3. UL will conduct:
 - a. 4 Community Advisory Committee meetings,
 - b. Culturally relevant arts-based storytelling and community forums,
 - c. 3 community-driven focus groups, and
 - d. Other community events as needed.
4. GRID Alternatives will conduct various meetings, events, etc. to:
 - a. Identify the specific skills and knowledge gaps within the target workforce,
 - b. Support and inform recruitment, training, professional development, and
 - c. Monitor progress of the workforce development plan implementation.

C. Documentation

1. SCUSD has an adequate file repository prepared for keeping sensitive information available long-term. The minimum file retention for SCUSD depending on file type is 3-5 years. SCUSD anticipates fulfilling all necessary documentation and file retention per guidance from the California Office of Land Use and Climate Innovation. The repository contains documentation on contracts, sub-agreements, Memorandums of Understanding, invoices, reports, project management documents, budget, schedule, scope of work, org chart, etc.
2. SMUD has created a repository for project documentation within SMUD's internal IT system. The repository contains documentation on contracts, sub-agreements, Memorandums of Understanding, invoices, reports, project management documents, budget, schedule, scope of work, org chart, etc. The repository cannot be shared with external parties due to SMUD's IT security policies and backed up on a daily basis.
3. Co-Applicants, Contributors and subcontractors shall provide SCUSD with copies of all documentation and actions taken related to the Project to the Grantee for retention in compliance with Exhibit C, Section 4 of the EHCRP Grant Agreement.
4. Documentation will be verified by all parties on a quarterly basis in relationship to reporting requirements.
5. **IMPORTANT: by executing this document, Lead Applicant, Contributors, and subcontractors agree to comply with Exhibit C, Sections 4 and 5 of the EHCRP Grant Agreement. The EHCRP Grant Agreement is attached to this document as Appendix B.**

D. Decision-Making and Dispute Resolution

1. This project will include Agreements between all individual parties and the Lead Applicant. Those Agreements will be created and entered into once the LCI contract and this Partnership are approved by all Partners and LCI. Those Agreements will contain clear decision-making and dispute resolution processes outlined. In the interim, SCUSD, as the Lead Applicant, will provide direction, and shall have the final say in the Project Implementation.

IV. Legal and Financial Considerations

- A. SCUSD will maintain legal, fiscal, and fiduciary responsibilities, including managing grant funds in accordance with LCI regulations, policies, and guidelines. The Sacramento City Unified School District (SCUSD) is responsible for the development and submission of all reports to EHCRP staff and additional funding agencies, bookkeeping, accounting, and grant compliance services.
- B. Legal and Financial Relationship.
 1. Each Contributor will draft and sign an Agreement with SCUSD. The Agreements, once fully executed, will supersede this MOU and provide details relating to the legal and financial Terms and Conditions that are unique to each relationship between the Lead Applicant and each Contributor.
 2. The Sacramento City Unified School District (SCUSD) and each Contributor shall have equal standing and collective accountability for implementing grant program requirements within the Collaborative Partnership Structure. The Sacramento City Unified School District (SCUSD) does not assume liability for any third-party claims for damages arising out of this Agreement and each Contributor does not assume liability to LCI for damages arising out of this Agreement.

V. Equal Opportunity

The Sacramento City Unified School District and Contributors are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status.

The Sacramento City Unified School District and Contributors will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. SCUSD will take prompt and effective remedial action upon discovery of such conduct.

VI. Term

This Agreement will commence upon authorized signature by all Parties and terminate on 9/30/2027. This Agreement may be revised during the Grant Term period upon written notice to all Parties, by signed Amendment, to comply with all administrative, statutory, and EHCRP requirements. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

VII. Termination

Subsequent Agreements between each Contributor and the District shall outline an appropriate and reasonable Termination Clause or Clauses.

IN WITNESS, WHEREOF, the parties hereto have executed this Partnership Agreement on

Sacramento City Unified School District

Signed by:

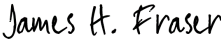
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Janea Marking
Chief Business & Operations Officer

05/28/2025

Date

Sacramento Municipal Utilities District

Signed by:

39A8E619578A411

James H. Fraser
Director of Research and Development

05/27/2025

Date

United Latinos

Signed by:

Dr. Manual Guillot

4540DE149BA6456...

Manual Guillot

Executive Director

05/27/2025

Date

Grid Alternatives

Signed by:

N. Achini Bandara

1767665C0E114DE...

Achini Bandara

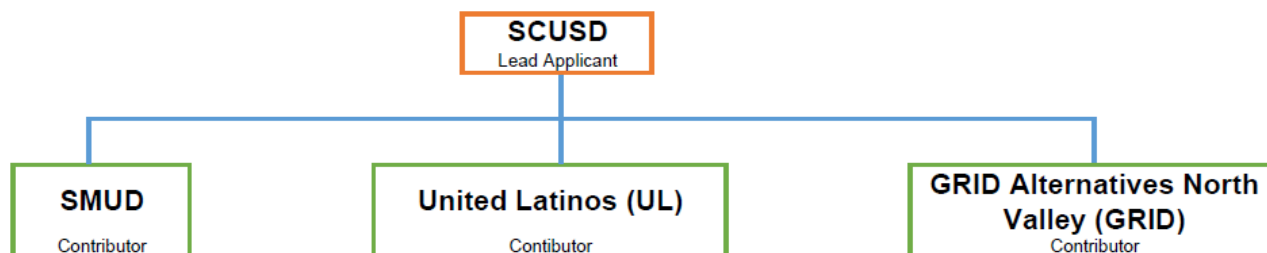
Co-Executive Director

05/28/2025

Date

EXHIBIT A

Sacramento City Unified School District's (SCUSD) Community Solar and Resiliency Project (CSR)



Description			
Partner	Tasks	Role	Responsibilities
SCUSD	All Tasks	Overall project support	Oversee overall Project Management Oversee overall Grant Administration Review and approve project documents Execute grant agreements Execute grant sub-agreements
SMUD	Task 1 Task 4 Task 5	Assist SCUSD with Project Management Assist SCUSD with Grant Administration Microgrid design & engineering Extreme Heat Research/Study	Support overall project management Support overall grant management Final Design & Engineering Report Heat vulnerability research Identify and evaluate strategies Final heat study report Report Development Administration Conduct research on impacts of extreme heat on the community Evaluate results of the research and the effectiveness of existing strategies
United Latinos (UL)	Task 2	Community outreach & engagement	Create and manage a Community Engagement Advisory Committee Develop a Community Engagement Plan (CEP) Implement CEP Produce Final CEP Report
GRID Alternatives (GRID)	Task 3	Needs assessment Workforce development	Conduct a community needs assessment Create Workforce Develop Plan (WDP) Implement WDP Generate Final WDP Report

Exhibit C, General Terms and Conditions**1. Approval**

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of LCI in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later. Grantee further agrees to require co-applicants (see [Exhibit A, Section 6G](#) for partnership agreement requirements) and subcontractors to provide copies of all documentation of actions taken related to the Project to the Grantee for retention in compliance with this section.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.
- C. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)). Separate bank accounts are not required. Grantee must maintain financial records of expenditures in accordance with generally accepted accounting principles.
- D. Grantee must maintain documentation of its normal procurement policies and procedures.

5. Audit and Accounting

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that LCI, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by LCI, the Department of Finance, the Bureau of State Audits, or their designated

representative(s). Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.

- B. Grantee further agrees to comply with Government Code section 8546.7 in its interactions with co-applicants and subgrantees and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.
- C. Partners and subcontractors of the Grantee who are paid with grant funds under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall include a term in all contracts to that effect.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of LCI.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12990, subds. (a)-(f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2§, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to

labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. LCI and Grantee will work collaboratively to ensure this Grant Agreement and the Project are administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

13. Revenue

All revenue generated as a part of the Project by Grantee, their partners or subcontractors must be used to further the Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes.