



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: November 7, 2024

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Recommended Bid Awards – Facilities Projects
3. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer
Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>HUMAN RESOURCES DEPARTMENT</u>		
SCOE Leadership Institute A24-00205	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 8/1/24 – 6/30/25 Description: Provide a high-quality, comprehensive program that will recommend participants for their Preliminary Administrative Credential to the California Commission on Teacher Credentialing (CTC) upon successful completion of the program.		
<u>HOMELESS SERVICES DEPARTMENT</u>		
California Department of Education A24-00206	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$79,060 No Match
Period: 7/1/24 – 6/30/25 Description: 2024-2025 Education for Homeless Children and Youth (EHCY) Grant.		
<u>SPECIAL EDUCATION DEPARTMENT</u>		
California Department of Education A24-00203-REV	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$54,510 No Match
Period: 7/1/24 - 6/30/25 Description: Intent to Submit for the WorkAbility I Request for Applications Grant.		
<u>HUMAN RESOURCES DEPARTMENT</u>		
California State University, Fresno A24-00207	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 10/14/24 - 9/30/27 Description: MOU for CalState TEACH Program for University students who hold an intern credential to provide training and experience in teaching.		
<u>CHARLES A. JONES DEPARTMENT</u>		
U.S. Department of Education A24-00169	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 7/1/24 – 6/30/25 Description: Financial Aid to students in CA Jones' CTE programs.		
<u>CHARLES A. JONES DEPARTMENT</u>		
SETA A24-00208	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: 7/1/24 - 6/30/25 Description: SETA's primary function is to evaluate and select candidates who will be eligible to take the HiSET® Exam.		
<u>HUMAN RESOURCES DEPARTMENT</u>		
SCOE A24-00209	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$500/yr No Match

Period: 7/1/24 - 6/30/25 Description: SCOE's Teacher Intern Program, which is a Commission on Teacher Credentialing (CTC) approved two-year Mild to Moderate Support Needs, Multiple and Single Subject Mathematics and Science Teacher Intern Credentials Program (Program).

SPECIAL EDUCATION DEPARTMENT

California Department of Education Yes \$373,275
A24-00204a No No Match

Period: 7/1/24 - 6/30/25 Description: WorkAbility 2024-2025 Final Budget Grant. Backup documentation was presented at the October 24, 2024 Board of Education Meeting.

HUMAN RESOURCES DEPARTMENT

California State University, Fresno Yes \$0
A24-00211 No No Match

Period: 10/14/24 - 9/30/27 Description: MOU for CalState TEACH Program for the Student Teaching Program through which University students will gain experience in the public school setting.

HUMAN RESOURCES DEPARTMENT

Dominican University of California Yes \$0
A24-00212 No No Match

Period: 7/1/24 - 6/30/26 Description: MOU providing coordinating services as part of the Student Teaching Program, serving multiple subject, single subject and education specialists, hereafter referred to as the "Student Teaching Program".

TECHNOLOGY DEPARTMENT

SCOE Yes \$0
A24-00210 No No Match

Period: 10/14/24 - 6/30/27 Description: MOU for Data Sharing and Support.

HUMAN RESOURCES DEPARTMENT

San Diego County Superintendent of Schools Yes \$0
A24-00214 No No Match

Period: 7/1/24 - 6/30/27 Description: MOU with the California Commission on Teacher Credentialing. Provide credential services for the review of applications for the Adult and Career Technical Education Designated Subjects Credentials.

HEALTH PROFESSIONS HS AND PACIFIC ELEMENTARY SCHOOL

CSUS Yes \$0
A24-00215 No No Match

Period: 7/1/24 - 6/30/25 Description: MOU to provide civic engagement and experiential learning opportunities to enrolled undergraduates ("Fellows") through courses and practical experiences with CHPs in K-12 education.

<u>FACILITIES SUPPORT SERVICES DEPARTMENT</u>		
City of Sacramento A24-00216	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$310,261 No Match
Period: 11/7/24 - 5/31/28 Description: Grant to fund urban cooling and resiliency strategies through the Sacramento Neighborhood Resilience Pilot Project. Project will plant trees, install irrigation systems, implement low-water landscaping upgrades, distribute air filters, implement trash pick-up events, and support disaster preparedness trainings in the designated Project focus areas.		

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: California MS Campus Renewal - Furniture

Recommendation: Campbell Keller was awarded furniture services at the February 1, 2024 Board of Education Meeting; Measure H Funds. Project consists of classroom and specialty classroom furniture to be purchased.

Original Contract Amount: \$632,057; Measure H Funds

Approve Change Order No. 1 \$134,489 for additional classroom and specialty classroom furniture to be purchased.

New Contract Amount: \$766,546; Measure H Funds

Project: Parkway Shade Structure

Recommendation: Patio Designers was awarded construction services at the May 2, 2024 Board of Education Meeting; Measure H Funds. Project consists of construction of one (1) 30 ft. x 64 ft. PC shade structure; upgrades to existing toilet rooms and path of travel, as required; electrical scope to provide two (2) power receptacles at the shade structure.

Original Contract Amount: \$463,000; Measure H Funds

Approve Change Order No. 1 <\$25,000> for Owner's Unused Allowance.

New Contract Amount: \$438,000; Measure H Funds

Project: Metasys at 14 Sites

Recommendation: Johnson Controls, Inc. was awarded construction services at the November 3, 2022 Board of Education Meeting; In Person Instructional Grant Funds. Project consists of removing, installing and updating building automation system to improve efficiencies in ventilation systems at Alice Birney K-8, Ethel Baker ES, Ethel Phillips ES, Father Keith B. Kenny ES, New Joseph Bonnheim, Success Academy, Pacific ES, Parkway ES, Sutterville ES, Woodbine ES, Hiram Johnson HS, John F. Kennedy HS, Luther Burbank HS and Capital City.

Original Contract Amount: \$4,129,531; In Person Instructional Grant Funds

Approve Change Order No. 1 \$0.00 for Credits used to buy spare equipment parts; adjustment for miscount of HVAC units at Capital City.

New Contract Amount: \$4,129,531; In Person Instructional Grant Funds



MEMORANDUM OF UNDERSTANDING

Leadership Institute

August 1, 2024 – June 30, 2025

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education's (SCOE) Leadership Institute** and the **Sacramento City Unified School District**. The Sacramento County Office of Education will serve as the provider for a comprehensive, Preliminary Administrative Services Credential Program for the education community in the Sacramento Region. The **Sacramento City Unified School District** will partner with the SCOE Leadership Institute with the purpose of working closely together to shape the work of the program to meet district needs, as well as support participants at all levels. Together, the Leadership Institute and the **Sacramento City Unified School District** will address the growing leadership needs of the region.

This memorandum is intended to define the roles and responsibilities of the Leadership Institute and the work with districts in the development of the partnership to assist with leadership development and skills of participants in the program. Once signed by both parties, this MOU is in effect.

The SCOE Leadership Institute agrees to:

- Provide a high-quality, comprehensive program that will recommend participants for their Preliminary Administrative Services Credential to the California Commission on Teacher Credentialing (CTC) upon successful completion of the program.
- Notify Superintendent or designee of successful completion of participants in Preliminary Administrative Services Credential Program.

The Sacramento City Unified School District agrees to:

- Provide a site supervisor to each participant to guide and coach around program requirements (i.e., fieldwork, coursework, CalAPA). Participants are to secure a volunteer site supervisor and provide the name to the Leadership Institute. Participants will use the Profile School of their Site Supervisor for videotaping the cofacilitation of a Community of Practice (CalAPA Cycle 2) and the Coaching Cycle of a volunteer teacher (CalAPA Cycle 3). Click [here](#) to view job description, roles, and responsibilities for site supervisor.
- Provide district staff members to serve on End-of-Year Presentation panels.



- Apply the total 342 hours of program credit (15 hours = 1 unit/ 342 hours = 23 units) towards a candidate’s district professional development hours upon completion of the program.

Other conditions SCOE Leadership Institute and the Sacramento City Unified School District agrees to:

Non-Discrimination Clause: Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

Indemnity: The SCOE Leadership Institute, defend, and hold harmless the **Sacramento City Unified School District**, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of the SCOE Leadership Institute, its officers, agents, or employees.

The **Sacramento City Unified School District** shall indemnify, defend, and hold harmless the SCOE Leadership Institute, its officers, agents, and employees from and against any and all loss, cost, damage, expense (including attorney fees), claim, suit, demand, or liability of any kind or character to any persons or property arising from or relating to any negligence of its district, its officers, agents, or employees.

The undersigned represent all collaborative partners of the Leadership Institute and commit to ensuring the successful implementation, monitoring, and assistance needed for completion of the program.

For the SCOE Leadership Institute:
Dr. L. Steven Winlock, Executive Director
SCOE Leadership Institute

Sacramento City Unified School District
Janea Marking
Chief Business and Operations Officer

Signature and Date

Signed by:
Janea Marking 10/17/2024
D2972921888C416

Signature and Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified 5735 47th Ave. Sacramento, CA 95824			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			24	14332	6743	00
Attention Lisa Allen, Interim Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Sacramento City Unified			Resource Code	Revenue Object Code	34	
Telephone (916) 643-9000			5630	8290	INDEX	
Name of Grant Program Education for Homeless Children and Youth						0510
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$79,059.60		\$79,059.60		7/1/2024	6/30/2025
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.196A	S196A210005	Education for Homeless Children and Youth			U.S. Department of Education	
<p>I am pleased to inform you that you have been awarded the 2024-25 Education for Homeless Children and Youth (EHCY) Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) and Budget within 10 days of receipt to:</p> <p style="text-align: center;">Jennifer Thao, Associate Governmental Program Analyst Grant Administration and Support Office California Department of Education 1430 N Street, Suite 6208 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Jennifer Thao				Job Title Associate Governmental Program Analyst		
E-mail Address JThao@cde.ca.gov					Telephone 916-319-0717	
Signature of the State Superintendent of Public Instruction or Designee 					Date October 3, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer		
E-mail Address janea-marking@scusd.edu					Telephone (916) 643-9055	
Signature ▶					Date	

Grant Award Notification (Continued)

1. The purpose of the EHCY grant is to facilitate the identification, enrollment, attendance, and success in school for children and youth experiencing homelessness. In addition, the grant will help ensure children and youth experiencing homelessness have equal access to the same free, appropriate public education as provided to all other children and youth. General Assurances and Certifications are requirements of grantees as a condition of receiving funds. Ensure that your county has a copy of the General Assurances available for compliance reviews, complaint investigations, or audits. The General Assurances are available on the California Department of Education (CDE) General Assurances web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2024-25.asp>. Carryover of EHCY funds is not allowed.
2. The grantee must comply with the requirements that pertain to Title 34 of the Code of Federal Regulations Part 80 and Section 80.21. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. When reporting and remitting federal interest to the CDE, please send interest on federal cash balances that exceed \$100 per year earned on payments to the CDE at the following address: California Department of Education, Attention: Cashier's Office, P.O. Box 515006, Sacramento, CA 95851.

Fiscal Reports and Payment Process

3. Grantees are required to submit an annual budget and four expenditure reports (ER) each year.

Reporting Period for 2024-25	CDE Due Date:
(ER 1) July 1, 2024, through September 30, 2024	October 31, 2024
(ER 2) October 1, 2024, through December 31, 2024	January 31, 2025
(ER 3) January 1, 2025, through March 31, 2025	April 30, 2025
(ER 4) April 1, 2025, through June 30, 2025	July 31, 2025

Late reports will require a Justification for Late Expenditure Report form to be completed and submitted with your Expenditure Report. Failure to submit the required reports will result in an invoice from the CDE for the entire amount of any grant funds advanced. Failure to expend the total grant award amount by June 30, 2025, may result in a billing due to overpayment of grant funds.

4. Grantees will receive an initial payment of 50 percent of the grant award after having met all requirements and submitting the signed GAN (AO-400) and Budget. The second payment of 20 percent will be disbursed after receipt of the second quarterly expenditure report, ER2, if the grantee shows they have spent 50 percent or more of the initial payment. The third payment of 20 percent will be disbursed after receipt of the third quarterly expenditure report, ER3, if the grantee shows they have spent 50 percent of funds advanced thus far. The final payment of up to 10 percent will be disbursed after the grantee has submitted the close-out expenditure report, ER4, and required deliverables due July 31, 2025.
5. If at least 50 percent of the initial payment has not been expended by December 31, 2024, the EHCY Expenditure Plan form must be submitted to JThao@cde.ca.gov no later than January 31, 2025.
6. Budget changes that are more than 10 percent in each line item require advanced approval from the CDE. If the grantee wishes to change an approved Budget, a Budget Change Request (BCR) must be submitted. All BCRs must be submitted no later than May 15, 2025, to JThao@cde.ca.gov.
7. EHCY grantees are required to participate in the annual coordinator's meeting.

Failure to comply with these conditions may result in suspension of payments under the grant award or termination of the grant award. If the CDE determines that the grantee violated the certification by failing to carry out these conditions, the grantee may be ineligible for any future grant awards.

Grant Administration and Support Office 2024 Expenditure Report Signature Form

Program Type:

Local Educational Agency:

California Department of Education (CDE) Fiscal Analyst:

Please select if this is a revised Expenditure Report (ER); if not, leave blank. Select which ER this signature form covers:

Revised

ER 1 (July 1 – September 30, 2024) Due October 31, 2024

ER 2 (October 1 – December 31, 2024) Due January 31, 2025

ER 3 (January 1 - March 31, 2025) Due April 30, 2025

ER 4 (April 1 - June 30, 2025) Due July 31, 2025

Budget Change Request (BCR):

A BCR Form must be submitted if there is a 10 percent change to any one-line item. Are you planning to submit a BCR at this time?

Yes No

Please submit a signed copy of this Signature Form, along with a completed ER (Excel file) to your CDE fiscal analyst.

By signing below, you acknowledge you have reviewed the information entered into this Signature Form and Expenditure Report. By signing below, you acknowledge the data contained in this report is true and accurate, to the best of your knowledge.

Program Coordinator Name:

Program Coordinator Email:

Program Coordinator Signature:

Date Signed:

Program Fiscal Contact Name:

Program Fiscal Contact Email:

Program Fiscal Contact Signature:

Date Signed:

Grant Administration and Support Office 2024 Budget Signature Form

Program Type:

Local Educational Agency:

Please submit a signed copy of this Signature Form, along with a completed budget (Excel file) to your California Department of Education fiscal analyst:

By signing below, you acknowledge you have reviewed the information entered into this Signature Form and budget. By signing below, you acknowledge the data contained in this budget is true and accurate, to the best of your knowledge.

Program Coordinator Name:

Program Coordinator Email:

Program Coordinator Signature:

Date Signed:

Program Fiscal Contact Name:

Program Fiscal Contact Email:

Program Fiscal Contact Signature:

Date Signed:

Form A

Intent to Submit an Application for the WorkAbility I Request For Applications Grant

Required Information	Response
Local Educational Agency Applicant Name	
Program Office	
Award Amount Requested	
Student Enrollment Count (placed)	
Student Enrollment Count (served)	
Service Location Number	
Authorized Agent (Name and Title)	
LEA Contact (Name and Title)	
LEA Contact Email	
LEA Contact Telephone	
LEA Mailing Address	
LEA City	
LEA Zip Code	

To be eligible to apply for the Workability I Request For Applications (WAI RFA) Grant, please return this **Intent to Submit an Application for the WAI RFA Grant** form to the California Department of Education (CDE) at the email address below. The CDE will only consider applications from organizations from which it has received Form A: Intent to Submit an Application for the WAI RFA Grant. The CDE must receive the form by email no later than **5 p.m. on October 16, 2024**, with **“2024 WAI RFA Grant Intent to Submit Application”** as the subject line. Applicants will receive a confirmation email once the CDE receives this form.

As stipulated in Education Code Section (EC) 56471(e), applicants must include each of the following requirements to be eligible to receive grant funds:

1. **Recruitment:** Describe the process and criteria for the referral and marketing of the WAI Program to students and families. The recruitment process should be noted in district policy and procedure and include a range of strategies for participation and understanding by all partners.
2. **Assessment:** Describe the assessments that evaluate the student’s interests, skills, and abilities. This may include formal and informal assessments such as student interview,

teacher assessment, psychological report, career assessment, interest inventories, assessment of student learning style, authentic assessment and portfolios, situational assessments, diagnostic vocational testing, and use of joint eligibility procedures with other agencies.

3. **Counseling:** Describe the counseling services that are available to students, including the availability of individual and group counseling, self-advocacy training, and the integration of career and vocational training to enhance postschool outcomes.
4. **Pre-employment Skills Training:** Describe how pre-employment skills training is integrated into the curriculum and is provided in both the classroom and community.
5. **Vocational Training:** Describe how vocational training classes and opportunities with local businesses are made available to students. Applicants shall also provide information about how students can enroll in courses based on their interests and abilities, including vocational classes such as Regional Occupational Programs (ROP), Career Technical Education (CTE) courses and/or work experience, job shadowing, and/or on the job training to meet vocational goals. Additionally, this section should also contain information on how the student's course of study is coordinated to include career/vocational classwork supporting post-secondary goals for education/training and employment with related work experience, and how evaluation and feedback is provided.
6. **Student Wages for Try-out Employment:** It is a grant requirement that grantees place into employment at least 15 percent of the students for whom funding was received. Describe the district policy to ensure students will be placed in temporary, grant-funded, paid work experience opportunities to meet program goals. Applicants should also include information about how the program will assess, monitor, and support students through work experience and how student work evaluation and progress is integrated into the transition planning process.
7. **Placement in Unsubsidized Employment:** Along with temporary, grant-funded employment opportunities, WAI grantees must also provide students with opportunities for employer-paid work experience. Describe how the program will coordinate efforts to assist students in obtaining employment within their post-secondary employment goals, including providing job leads, training on completing applications, resumes, and interviews, participation in job fairs and employment panels.
8. **Other Assistance with Transition to a Quality Adult Life:** Describe how the program will learn of and develop materials regarding local community services and support agencies to assist students transition to a quality adult life. Include information about interagency agreements and shared responsibilities with transition partners such as the Employment Development Department (EDD), Department of Rehabilitation (DOR), Regional Centers, Mental Health and Education Agencies, and other community-based organizations (CBOs). Description may include activities involving joint planning on-going communication, job placement, assessment, family involvement, and student support services.

9. Utilization of an Interdisciplinary Advisory Committee to Enhance Project Goals:

Describe how the program will participate or establish an Advisory Team with key local partners; how the program will incorporate input from the Advisory Team into their local WAI program; and how the Advisory Team will promote program goals, youth issues, and community partnerships.

Does your organization adhere to each of these statutory requirements? Please check the appropriate answer.

Yes

No

Additional information can be found in the WAI RFA Grant Request for Applications, Section V. Eligibility Requirements.

Has your organization previously done any business with the CDE? Please check the appropriate answer.

Yes

No

If an applicant has not done previous business with the CDE, please complete and return the Payee Data Record—form STD-204, with the applications, available at the California Department of General Services web page: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

Return this form to:

Special Education Division, Programs and Partnerships email: Workability1@cde.ca.gov

Subject line: 2024–25 WAI RFA Grant Intent to Submit Application

Signature of Authorizing Official: *By signing this document, I certify this organization is eligible to apply for Workability I RFA Grant funding, and the application will fulfill all statutory and regulatory requirements related to this funding.*

Print Name and Title of Authorized Agent:

Signature of Authorized Agent:

Date Signed:

Program Requirements for RFA 2024-2025

Recruitment:

Recruitment is an important part of the SCUSD WAI program. First, at the beginning of the year a letter is mailed to the parents of special education high school students. The letter provides a description of Workability, the transition services offered, and how students can participate in transition activities. In addition, the letter directs parents to the SCUSD WorkAbility Website, which provides further information and contact details (<https://sites.google.com/scusd.edu/workability/home>). Next, Workability staff are assigned to each high school where they invite parents, students and case managers to a Google Classroom tailored to their school program. In this Google Classroom, there are transition resources such as Work Experience applications/DOR applications, resume writing lessons, assessments and other activities. Furthermore, since it is SCUSD district policy to have a Transition Plan written into the IEP by the students' 16th birthday, Workability staff make sure to share information about the students they work with and the transition skills students have learned and/or are lacking. This provides case managers with data to build a quality Individual Transition Plan for the student. The Sacramento City Unified School District assist further, with recruiting, by hiring Employment Coaches and Transition Assistants for the WAI program with "recruitment of students and families" clearly listed under the job duties, so it is part of the district policies and procedures. Finally, the SCUSD WAI program continues to use their Job Developer for community outreach and market the program to outside agencies and employers. The Job Developer achieves this through a range of activities such as, in person meetings, emails, phone calls and Zoom meetings. The WAI program recruit these employers and agencies by providing the Job Developer as a point of contact who is easily accessible to answer questions and/or concerns. The Job Developer continues to serve as a point of contact for parents/students in Work Experience. The goal is, for all stakeholders to have a clear understanding of the program, and participation in the SCUSD WAI program is a partnership promoting collaboration. Participation of employers can range from, providing their site as a training site for subsidized student employment, unpaid internship opportunities, job shadowing, and site tours.

Assessment:

The SCUSD WAI program uses a variety of different assessments. Some of these are hard copy consumable assessments and others are online. Some of the hard copy assessments include "Careers for Me Plus" (<https://careerkids.com/products/careers-for-me-plus-interest-inventory-for-grades-6-9-pack-of-25>); "Careers for Me SN" (<https://careerkids.com/collections/careers-for-me/products/careers-for-me-sn-for-lower-functioning-special-needs-students-pack-of-25>) and "Transition to Work Inventory" (<https://www.clsr.ca/product/transition-to-work-inventory-3rd-edition-twi/>). The websites above show what each assessment includes and how to administer it. Some of the most common online assessments the SCUSD WAI program uses are the Onet Interest Profiler (<https://www.mynextmove.org/explore/ip>) and budgeting assessments that can be found at California Career Zone (<https://www.cacareerzone.org/>). In the past, SCUSD WAI has used assessments in Virtual Job Shadow but due to funding, the program can no longer afford the subscription fee. The WAI program plans to meet with seniors individually and administer an informal transition interview to determine the students' post-secondary goals, if they are making the progress on achieving those goals, and what the

student needs, as far as documents and ID's in order to be ready to transition out of high school. In previous years, this informal transition interview was given to all students who were over 15 years old, but the SCUSD WAI program has decided to use resources differently and only give this assessment to seniors. Another assessment SCUSD WAI provides, when requested, is the Brigance Transition Skills Inventory. This is a formal assessment used for students with more significant disabilities such as student with Intellectual Disabilities. The SCUSD WAI program continues to share information from these assessments with the case managers to assist in transition planning. The information is also shared with SCUSD WAI staff to determine which activities the student can benefit from most. Evidence of these assessments being shared can be found in emails to case managers, copies of consumable assessments and saved files in WAI staff Google drives.

Counseling:

The SCUSD WAI program assigns a staff member to each high school in the district. These WAI staff collaborate with students, families, case managers, school staff, and community stakeholders to provide a variety of supports such as: individual/group vocational/transition counseling, on campus work experience, off campus work experience, community based volunteering, post-secondary workshops, and guide students to programs that will progress their post-secondary goals. The SCUSD WAI program plans to use individual counseling for seniors and shift towards a workshop model to provide transition services to all other grades. One of the Workshops will focus on self-advocacy topics, which will include, how to talk to your employer about your disability, what people in the workplace should know about your disability, how to talk to your college professor about your disability, and how private should you be about your disability. With this shift, focused on workshops, the SCUSD WAI program will use resources more efficiently to provide transition skill to more students. Although the SCUSD WAI program is moving towards group counseling for 9th – 11th grades, there will be exceptions for students, parents or case managers who request Workability one on one assistance. Finally, the SCUSD WAI program is on the advisory counsel for the Career Technical Education (CTE) program. SCUSD WAI provides advice and strategies to the CTE on how to involve students with disabilities in their training programs and best practices for working with student with disabilities. Furthermore, the SCUSD WAI program also attends an annual counselors meeting for all high school counselors where WAI presents an overview about Workability and services that are available to student with disabilities.

Pre-Employment Skills Training:

SCUSD Workability provides pre-employment training for high school students with a disability. Pre-employment training is delivered through a variety of methods such as, individually, small group workshops, classroom lessons, and guest speakers. The workshops offered this year pertaining to pre-employment skills are: resume writing, interview skills/practice, and work ethics. SCUSD WAI also provides teachers with resources via Google Classroom and CaCareerZone.org to help with lessons on transition/pre-employment skills. The WAI staff on campus is available to help teachers who want to incorporate transition skills into their lessons. SCUSD WAI plans to expand the amount of pre-employment workshops provided, to bolster these skills, along with networking with outside agencies such Americas Job Centers and College Technical Education. When a student participates in a WAI pre-

employment workshop, the information is shared with the case manager to be discussed at the student's IEP with the parents. In addition, students are informed of job fairs and transition fairs by WorkAbility staff through the Google Classroom and flyers emailed to case managers. SCUSD WAI provides assistance applying to these programs that offer pre-employment services such as STEPS, DOR Student Services and volunteer opportunities. SCUSD WAI plans to search and gather more guest speakers who can provide pre-employment advice and guidance. The kind of speakers WAI is looking for are people with interesting careers, managers who hire employees, and people who have disabilities but are successful in the workplace. Unfortunately, due to funding, it is not likely that SCUSD WAI will be able to take students on field trips. However, if funding is available, SCUSD WAI would like to hold an in-person transition fair at the district office, where local businesses, community organizations, employers, and vocational programs can be involved in providing pre-employment advice to students. Students from all the SCUSD high schools would come to this transition fair as a field trip on buses. The DOR Transition Partnership Program also provides pre-employment training to students. SCUSD WAI promotes this program and assists students to apply to it.

Vocational Training:

The Sacramento City Unified School District offers CTE vocational training classes such as auto mechanics and culinary. These programs provide students with valuable, real life education, focused on careers students can pursue. SCUSD WAI attends CTE advisory meetings to give suggestions and resources for students with disabilities and ways they can be included in CTE programs. In the summer, the CTE has their "Summer Career Launchpad" which includes special education students. SCUSD WAI provided CTE with a suggested outline and advice on how to organize such a program. SCUSD WAI plans to continue to collaborate and strengthen this partnership. SCUSD WAI also organizes a summer, fall and spring Work Experience Program where students are placed at a work site. These students work 60 hours and are provided job training and real life work experience they can put on their resume. SCUSD tries to place students at job sites related to their post-secondary goals. At the end of the Work Experience Program, the students' supervisors fill out an evaluation form about the students' performance. This allows SCUSD WAI to find out what vocational skills the student are excelling at and what vocational skills they are lacking. This information is shared with case managers to help with transition planning and to parents at the IEP. If there are more students who are requesting work experience than SCUSD WAI has funding for, the Workability staff refers/helps students apply to other vocational training programs such as STEPS, the DOR TPP program, the DOR Student Services Program, and other community work experience programs.

Student Wages for Try-out Employment:

The Sacramento City Unified School district continues to have policies and procedures to ensure the safety of students placed in subsidized employment. Any student under WAI and TPP are insured under the SCUSD Workers Compensation Policy. These students are considered student employees of the Sacramento City Unified School District and are paid minimum wage. The work sites where students are placed are considered training sites. These sites sign a "Training Site Agreement" which outlines the expectations of both the Training Site and Work Experience student. A WAI staff monitors each Work

Experience student and can be contacted by the student with questions or concerns. They advise the Work Experience students on how to handle situations at work and focus on prompting the students to take part in self-advocacy. This staff member also serves as the point of contact for the Training Site in case any issues arise. The staff offers advice and solutions to the Training Site about working with students with disabilities and, when needed, collaborate with the Training Site about a work plan (such as a routine/schedule of duties). As part of their duties, the WAI staff documents progress and any difficulties the student encounters. This information is shared with the case manager and is used to build the student's Transition Plan. Information about the Training Site's evaluation of the student's performance is shared with the case manager as well, to aid in transition planning. The ultimate goal is to have Work Experience Students hired by the Training Site. Recently, the SCUSD WAI program had three students who were hired after their work experience program ended and five students who were offered a job but decided not to take it due to school obligations. The Training sites who hired students and offered were Walgreens, CVS, and afterschool childcare programs.

Placement in Unsubsidized Employment:

SCUSD WAI continues to have its main goal be, to have students find permanent, unsubsidized, Competitive Integrated Employment. SCUSD WAI and the DOR Transition Partnership Program continue to use their relationships with community employers to find out when they are hiring. These job leads are posted on a Google Classroom, job boards and communicated to students individually. Another way WAI and TPP continue to promote students obtaining unsubsidized employment is to provide services to help students independently job search. WAI and TPP continue to conduct workshops and individual sessions with students on completing master applications, writing resumes (general and targeted, depending on the needs of the students), and preparing for interviews (ie. Mock interviews, what to wear to an interview, and what to say at an interview). If a student has a specific job that they are focused on obtaining, WAI and TPP continue to provide assistance with more targeted services such as a resume specifically designed for that position, interview questions that are targeted for that job position and online research to make sure the student is knowledgeable about the products/services the employer provides. The SCUSD WAI program and the DOR Transition Partnership Program also promote job fairs and career fairs to students by emailing flyers to case managers and students, posting them on Google Classroom, and providing them to students during 1-1 meetings.

Other Assistance with Quality Adult Lives:

Every year, the SCUSD WAI program provides foundational skills and resources to students. These resources are designed to help students live productive, quality, adult lives after they graduate high school. In order to do this, the SCUSD WAI staff attends online and in person meetings/trainings to stay up to date on services/programs that can benefit the students. Some examples of Presentations/Trainings that the SCUSD WAI staff attend are: Junior College presentations in collaboration with the disability resource centers; Local Program Agency meetings that promote sharing information about resources (both local and federal) to help students with post-secondary transition; WAI region meetings where WAI colleges can collaborate and discuss effective ways to help students transition into the real world; Job Corps Community Relations Luncheons; Guest speakers from the

California Resources Services for Independent Living and America's Job Centers; and Alta Regional Center presentations. The information acquired at these meetings/trainings is dispersed to SCUSD WAI staff, case managers, parents, and students during IEPs/meetings/conversations and are used to create workshops/services, along with informational packets for students. Current services and guest speakers SCUSD WAI has hosted are financial literacy, age of majority information, ASVAB practice tests, DMV permit practice tests, food handlers certificate trainings, and FAFSA assistance. The WAI teams are always adding/updating these services annually. The services are provided in group workshops, individual sessions, and online platforms like Google Classroom. Along with providing these essential services, SCUSD WAI also strives to link students with outside agencies who will support students in leading quality adult lives. Based on the student needs, SCUSD WAI will advise students and parents about organizations that will benefit them. Some benefits/resources these organizations provide are, transportation, interview clothes, adult work experience, vocational skills, tuition assistance, and other services that promote a quality adult life. Agencies SCUSD WAI regularly links students to, are (but not limited to), the DOR, Alta Regional Centers, One Stop Centers, City College DSPS, and Job Corps.

Utilization on and Interdisciplinary Advisory Committee to Enhance Project Goals:

The SCUSD WAI program understands the importance of progressing and improving the program each year. A critical part of the program's improvement is listening to key, local, stakeholders' critiques and praises, to determine which parts of the program should be adjusted, discarded, or kept. Some of the advisors that contribute towards the improvement of the SCUSD WAI program are, the SCUSD Fiscal Team, the Community College Disability Resource Centers, Department of Rehabilitation Student Services and Transition Partnership Program, Alta Regional Center, Safe Credit Union, ASSES After School Programs, CVS, Walgreens, SCUSD College and Career Program, College Technical Education Program, Other Region 4 WorkAbility programs, and DOR Local Program Agencies. Based upon feedback from these organizations the WorkAbility program strived to meet goals for this year and set new goals for the 2024-2025 school year. Some of the goals the SCUSD WAI program achieved, recently, were: A uniform transition assessment was implemented for SCUSD case managers; DOR Student Services and DOR TPP worked out a system for which students would be served by which program and how the WorkAbility staff were utilized in this process; An onboarding packet was created and given to newly hired team members; All high schools were given a presentation by WAI staff about the services SCUSD WAI provides; WorkAbility Coordinator collaborated more effectively with the SCUSD fiscal team and found/fixed inaccuracies in the accounting system; All grant deadlines were met on time; More work experience placements were provided to students; guest speakers for financial literacy were obtained; and more trainings were provided for the WAI staff. Goals that SCUSD WAI are currently working on, based upon the feedback provided, is to: Create a more organized system to record documentation of services; Create more workshops on transition skills for students; Find more guest speakers to present to students; Adjust the staffing of the WAI team due to salaries and benefits; Collaborate with more principals/counselors to make workshops run smoothly; and Collaborate with Safe Credit Union for larger presentation on financial literacy.



CalStateTEACH

**California State University
Teacher Preparation Program**

**California State University's CalStateTEACH Program
Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Sacramento City Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning October 14, 2024 and ending September 30, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



CalStateTEACH

*California State University
Teacher Preparation Program*

(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem- solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-cultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Model balanced and comprehensive reading/language arts instruction; effectively teach the state-adopted core curriculum; and model instruction based on the state-adopted academic content standards:
 - a. Phonics and structured reading development
 - b. Incorporation of California Dyslexia Guidelines
 - c. Incorporation of elements of California Comprehensive Plan
4. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
5. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
6. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will

- cooperate with District in any investigation concerning the reported violation.
7. District will instruct intern in school policies regarding child abuse reporting, sexual harassment, and professional conduct.
 8. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed, or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the CalStateTEACH Regional Director.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, basic skills competence, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with the University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who

can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly.
2. Have the required hours verified by both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

LIABILITY INSURANCE

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be canceled before the expiration thereof, notice will be delivered in accordance with the policy provisions.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.



CalStateTEACH

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The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this 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 of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this 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 of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall

be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____.

Signed by:

Janea Marking

10/18/2024

D2972921888C416...

Janea Marking, Chief Business and Operations Officer
Sacramento City Unified School District

Brian Cotham

10/18/2024

Brian Cotham (Oct 18, 2024 14:24 PDT)

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH

INSTRUCTIONS:

You have successfully completed (1) **Step One**, Information about the organization and identifying the Primary Destination Point Administrator (Primary DPA) or the Non-Primary Destination Administrator (Non-Primary DPA) and (2) **Step Two**, Selection of Services – this is where the DPA in Step One enrolls for the services you would like to add or modify. You are about to complete (3) **Step Three**, Responsibilities of the DPA and providing the DPA signature(s) and (4) **Step Four**, Providing the Certification of the President/CEO or Designee signatures for the institutions you are servicing.

Step Three: Responsibilities of the Primary and Non-Primary Destination Point Administrators.

The U.S. Department of Education is required to collect the signature for each destination point administrator identified in Step One. Each Primary DPA or Non-Primary DPA **must read and sign** this statement. All the original signature documents **must be submitted** to **CPS/SAIG Technical Support**.

A copy of each signed and dated statement must be maintained by your organization. Once we receive all necessary signatures from you, we will process your enrollment. If your enrollment was for a new TG number, we will provide your SAIG TG Number/Mailbox to you.

Step Four: Certification of the President/CEO or Designee.

The U.S. Department of Education is required to collect the signature of the chief officer of the organization (President, CEO, or Designee) for each destination point administrator identified in Step One. (Please note that in order for a person to be recognized as the "official" designee of an organization, SAIG must have on file the designee signature pages with the appropriate signature.)

For each destination point, the chief officer of the organization must sign this certification statement. If your organization is a third-party service acting on a school's behalf, both the school's chief officer and your organization's chief officer must sign. All the original signature documents **must be submitted** to **CPS/SAIG Technical Support**.

A copy of each signed and dated statement must be maintained by your organization.

Reference Copy

The Reference Copy document contains a listing of the enrollment information that you have completed and provides those signing the documents an opportunity to review the enrollment. This document is **not** required to be sent to CPS/SAIG Technical Support.

Submitting Enrollment Form and Signature Pages

Completed and signed signature pages can be e-mailed, faxed or mailed to **CPS/SAIG Technical Support**.

E-mail: cpssaig@ed.gov

Fax: 319-665-7662

Mail:

CPS/SAIG Technical Support

2000 James Street, Suite 201

Coralville, IA 52241-1882

PLEASE NOTE: Your enrollment request will not be processed until CPS/SAIG Technical Support receives all certification statements, completed and signed.

Step Three: Responsibilities of the Primary and Non-Primary Destination Point Administrators (Continued)

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

The Department may disclose information contained in a record in this system of records under the routine uses listed in the system of records notice, which was published on March 1, 2018 (83 Fed. Reg. 8855-8859) (<https://www.federalregister.gov/documents/2018/03/01/2018-04141/privacy-act-of-1974-system-of-records>) without the consent of the individual if the disclosure is compatible with the purposes for which the record was collected. These disclosures may be made on a case-by-case basis or, if the Department has complied with the computer matching requirements of the Privacy Act of 1974, as amended (Privacy Act), under a computer matching agreement.

(1) **Program Disclosures.** The Department may disclose records maintained in the SAIG, Participation Management System, to other Federal agencies' systems for the purpose of allowing authorized users who are eligible to participate in the electronic exchange of data with the Department to transmit files to and from the following databases and access the Department's websites online for the purposes of administering or assisting in administering programs authorized under Title IV of the HEA:

- (a) COD System;
- (b) CPS;
- (c) FPS;
- (d) NSLDS;
- (e) FMS;
- (f) ECS/CEMS;
- (g) FSA Partner Connect;
- (h) AIMS; and
- (i) Other Federal agencies' systems for the purposes of administering the HEA programs.

The Department will only disclose records from this system to other Federal agencies' systems for purposes of administering or assisting in administering programs authorized under Title IV of the HEA and only after the Department has approved in writing a request from other Federal agencies' systems to access these records.

(2) **Freedom of Information Act (FOIA) Advice or Privacy Act Disclosure.** The Department may disclose records to the Department of Justice (DOJ) or the Office of Management and Budget (OMB) if the Department seeks advice regarding whether records maintained in the system of records are required to be disclosed under the FOIA or the Privacy Act.

(3) **Disclosure to the DOJ.** The Department may disclose records to the DOJ to the extent necessary for obtaining DOJ advice on any matter relevant to an audit, inspection, or other inquiry related to the programs covered by this system.

(4) **Contract Disclosure.** If the Department contracts with an entity to perform any function that requires disclosing records to the contractor's employees, the Department may disclose the records to those employees. As part of such a contract, the Department shall require the contractor to agree to establish and maintain safeguards to protect the security and confidentiality of the records in the system.

(5) **Litigation and Alternative Dispute Resolution (ADR) Disclosures.**

(a) **Introduction.** In the event that one of the following parties is involved in judicial or administrative litigation or ADR, or has an interest in judicial or administrative litigation or ADR, the Department may disclose certain records to the parties described in paragraphs (b), (c), and (d) of this routine use under the conditions specified in those paragraphs:

- i. The Department, or any of its components;
- ii. Any Department employee in his or her official capacity;
- iii. Any Department employee in his or her individual capacity where the DOJ agrees to or has been requested to provide or arrange for representation of the employee;
- iv. Any Department employee in his or her individual capacity where the Department has agreed to represent the employee;
- v. The United States where the Department determines that the litigation is likely to affect the Department or any of its components.

(b) **Disclosure to DOJ.** If the Department determines that disclosure of certain records to the DOJ is relevant and necessary to judicial or administrative litigation or ADR, and is compatible with the purpose for which the records were collected, the Department may disclose those records as a routine use to the DOJ.

(c) **Adjudicative Disclosures.** If the Department determines that disclosure of certain records to an adjudicative body before which the Department is authorized to appear or to a person or entity designated by the Department or otherwise empowered to resolve or mediate disputes, is relevant and necessary to the judicial or administrative litigation or ADR, the Department may disclose those records as a routine use to the adjudicative body, person, or entity.

(d) **Parties, Counsel, Representatives, and Witnesses.** If the Department determines that disclosure of certain records to a party, counsel, representative, or witness is relevant and necessary to the judicial or administrative litigation or ADR, the Department may disclose those records as a routine use to the party, counsel, representative, or witness.

(6) **Research Disclosure.** The Department may disclose records to a researcher if the official serving or acting as the Chief Operating Officer of Federal Student Aid determines that the individual or organization to which the disclosure would be made is qualified to carry out specific research related to functions or purposes of this system of records. The official may disclose records from this system of records to that researcher solely for the purpose of carrying out that research related to the functions or purposes of this system of records. The researcher shall be required to agree to maintain safeguards to protect the security and confidentiality of the disclosed records.

(7) **Congressional Member Disclosure.** The Department may disclose records to a Member of Congress in response to an inquiry from the Member made at the written request of the individual whose records are being disclosed. The Member's right to the information is no greater than the right of the individual who requested it.

(8) **Enforcement Disclosure.** In the event that information in this system of records indicates, either on its face or in connection with other information, a violation or potential violation of any applicable statute, regulation, or order of a competent authority, the Department may disclose the relevant records to the appropriate agency, whether foreign, Federal, State, Tribal, or local, charged with the responsibility of investigating or prosecuting that violation or charged with

(9) Employment, Benefit, and Contracting Disclosure.

(a) *For Decisions by the Department.* The Department may disclose a record to a Federal, State, or local agency maintaining civil, criminal, or other relevant enforcement or other pertinent records, or to another public authority or professional organization, if necessary to obtain information relevant to a Department decision concerning the hiring or retention of an employee or other personnel action, the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other benefit.

(b) *For Decisions by Other Public Agencies and Professional Organizations.* The Department may disclose a record to a Federal, State, local, or foreign agency or other public authority or professional organization, in connection with the hiring or retention of an employee or other personnel action, the issuance of a security clearance, the reporting of an investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit, to the extent that the record is relevant and necessary to the receiving entity's decision on the matter.

(10) Employee Grievance, Complaint, or Conduct Disclosure. If a record is relevant and necessary to an employee grievance, complaint, or disciplinary action involving a present or former employee of the Department, the Department may disclose a record from this system of records in the course of the investigation, fact-finding, mediation, or adjudication, to any party to the grievance, complaint, or action; to the party's counsel or representative; to a witness; or to a designated fact-finder, mediator, or other person designated to resolve issues or decide the matter.

(11) Labor Organization Disclosure. The Department may disclose records from this system of records, to an arbitrator to resolve disputes under a negotiated grievance process or to officials of a labor organization recognized under 5 U.S.C. chapter 71 when relevant and necessary to their duties of exclusive representation.

(12) Disclosure in the Course of Responding to a Breach of Data. The Department may disclose records from this system to appropriate agencies, entities, and persons when (a) the Department suspects or has confirmed that there has been a breach of the system of records; (b) the Department has determined that as a result of the suspected or confirmed breach there is a risk of harm to individuals, the Department (including its information systems, programs, and operation), the Federal Government, or national security; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the Department's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm.

(13) Disclosure in Assisting another Agency in Responding to a Breach of Data. The Department may disclose records from this system to another Federal agency or Federal entity, when the Department determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in (a) responding to a suspected or confirmed breach or (b) preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal Government, or national security, resulting from a suspected or confirmed breach.

Step Three: Responsibilities of the Primary and Non-Primary Destination Point Administrators

Each Destination Point Administrator (DPA) must read, sign, and submit this statement (with original signatures) and must keep a copy for the organization's records.

1. Responsibilities of the Primary DPA and the Non-Primary DPA:

- Must ensure that SAIG computing resources are used only for official government business.
- Must ensure that a substantially established relationship with the applicant is in place (e.g., the applicant has applied for admission to the institution, the applicant has included the institution on the FAFSA[®], or the Lender holds a loan for the borrower) before accessing Federal Student Aid systems or other Federal agencies' systems for the purpose of administering the HEA programs, and to obtain privacy protected information about the student.
- Must use software provided by the Department to monitor SAIG mailbox activity. This software will keep track of who is using the Destination Point (TG Number/Mailbox), what information is being accessed, the date and time of access, and the batch number (if applicable).
- By applying for access to Federal Student Aid systems or other Federal agencies' systems for the purpose of administering the HEA programs, must consent to monitoring, recording, and auditing, and acknowledge that information gained in this manner may be disclosed by the Department to an appropriate third-party (e.g., law enforcement personnel).
- Must ensure that all Federal Student Aid applicant information (including Federal tax information) is protected from access by or disclosure to unauthorized personnel. In the event of an unauthorized disclosure or breach of student applicant information or other sensitive information (such as personally identifiable information), the DPA must immediately notify Federal Student Aid at CPSSAIG@ed.gov within 24 hours after the incident is known or identified. Must ensure that all Federal Student Aid applicant information (including federal tax information) is used only for the application, award, and administration of financial aid to the applicant; and consistent with 20 U.S.C. §1090 and 26 U.S.C. §6103(i)(13).
- Must ensure that password sharing, the sharing of system access, and the use of any tools that allow access to the SAIG are strictly prohibited. (These tools are called "authenticators.")
- Must ensure that access is provided only to systems, networks, data, control information, and software for which the DPA is authorized.
- Must ensure that procedures for sanitizing stored information are followed (e.g., overwriting electronic media that contain sensitive information before reuse).
- The Non-Primary DPA must inform the organization's Primary DPA when access to a Federal Student Aid system is no longer required (i.e. the individual is leaving a position or his or her job responsibilities have changed).
- The information provided to the Primary and Non-Primary DPA by the U.S. Department of Education is protected by the Privacy Act of 1974, as amended. Protecting this information, once it is entrusted to the Primary and Non-Primary DPA, becomes his or her responsibility. Therefore, the Primary and Non-Primary DPA must protect the privacy of all information that has been provided by the U.S. Department of Education. The Primary and Non-Primary DPA understand that any person, including himself or herself, who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and is subject to a fine of up to \$5,000 (5 U.S.C. 552a(i)(3)).
- The federal tax information (FTI) provided to the Primary and Non-Primary DPA by the U.S. Department of Education is protected by the Internal Revenue Code of 1986, as amended. Protecting FTI, once it is entrusted to the Primary and Non-Primary DPA, becomes his or her responsibility. The Primary and Non-Primary DPA understand that any person, including himself or herself, who knowingly and willfully conduct:
 - unauthorized disclosure of a tax return or return information is punishable as a felony by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution (26 U.S.C. §7213).
 - unauthorized inspection of a tax return or return information is punishable by a fine of up to \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution (26 U.S.C. §7213A).
- The Primary and Non-Primary DPA understand, pursuant to 26 U.S.C. §7431 a taxpayer may bring civil action for damages against an officer or employee who has inspected or disclosed, knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of any provision of IRC §6103
- The Primary and Non-Primary DPA understand that any person, including him or herself, who knowingly and willfully use an access device (18 U.S.C. 1029(c)(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain shall be guilty of a felony and is subject to a fine of up to \$20,000, imprisonment for up to five years, or both, under provisions of the United States Code (20 U.S.C. 1097(c)).

2. Additional Requirements of the Primary DPA:

- Must ensure that all users are aware of and comply with all of the requirements to protect and secure data from Departmental sources using SAIG. Including access and disclosure requirements pertaining to federal tax information (FTI) (outlined in 3. Agreements below)
- Must maintain copies of all SAIG enrollment documents submitted to the Department, including the signed "Responsibilities of the Primary and Non-Primary Destination Point Administrators" application for all DPA's and the certification signed by the organization's CEO/President/Chief Officer or Designee.
- Must maintain a signed Federal Student Aid User of Electronic Services Statement (see Attachment B) for anyone who is enrolled in Electronic Services (FAFSA Online Services, or EDconnect).
- At least on an annual basis, must validate all DPA and user access rights for the organization.
- At least on an annual basis, must monitor the organization's NSLDS user access by creating reports using the NSLDS Web site.
- Must ensure that the organization has a process to inform the Primary DPA of any changes in a user's need for access to Federal Student Aid systems because of changes to job responsibilities or termination of employment. The Primary DPA must immediately deactivate or delete user access rights for organization employees who no longer require access.

3. Agreements

The Primary DPA and/or the Non-Primary DPA agree(s) and understand(s) that intentional submission of false or misleading information to the U.S. Department of Education is subject to a fine of up to \$10,000, imprisonment for up to five years, or both, under provisions of the United States Code (including 18 U.S.C. 1001). The Primary DPA and/or the Non-Primary DPA also agree(s) to comply with all provisions of Section 483 of the Higher Education Act of 1965, as amended.

The Primary DPA and/or the Non-Primary DPA agree(s) and understand(s) the unauthorized inspection (viewing) and disclosure of federal tax information (FTI) may lead to

The Primary DPA and/or the Non-Primary DPA agree(s) and understand(s) to adhere to the strict confidentiality requirements when accessing FTI under 26 U.S.C. §6103 and ensure that all Federal Student Aid applicant information (including federal tax information) is used for the application, award, and administration of financial aid to an applicant consistent with 20 U.S.C. §1090 and redisclosure requirements of FTI under 26 U.S.C. §6103(l)(13).

Section 490 of the Higher Education of 1965, provides for criminal penalties for any person, who knowingly and willfully uses an access device (18 U.S.C. 1029(e)(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain. As such, The Primary DPA and/or the Non-Primary DPA agree(s) and understand(s) that intentional use an access device (18 U.S.C. 1029(e)(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain shall be guilty of a felony and is subject to a fine of up to \$20,000, imprisonment for up to five years, or both, under provisions of the United States Code (20 U.S.C. 1097(e)).

4. Privacy Act Statement

We use the information that you provide on this application to enroll your organization and its users for services with Federal Student Aid systems.

AUTHORITY FOR MAINTENANCE OF THE SYSTEM AND DISCLOSURE OF SOCIAL SECURITY NUMBERS:

Title IV of the Higher Education Act of 1965, as amended (HEA); 20 U.S.C. 1070 *et seq.* Section 31 U.S.C. 7701; and Executive Order 9397 (November 23, 1943), as amended by Executive Order 13478 (November 18, 2008) authorize the collection of Social Security Numbers of users of this system. The Social Security Number is voluntary in order to identify individuals for Federal purposes, but you will not be provided with access to or use of the system if you do not provide a Social Security Number.

PURPOSE(S):

The information in this system entitled "Student Aid Internet Gateway (SAIG), Participation Management System" (18-11-10) is maintained for the purposes of: (1) Processing stored data from the SAIG Enrollment Forms (Web and paper versions); (2) maintaining the SAIG Enrollment Web site (titled fsawebenroll.ed.gov); (3) managing the assignment of individual electronic SAIG mailbox numbers, known as "TG numbers"; and (4) authorizing users of the CPS, FPS, NSLDS, Common Origination and Disbursement (COD) System, Financial Management System (FMS), Enterprise Complaint System (ECS) (now known as Customer Engagement Management System [CEMS]), and the Access and Identity Management System (AIMS).

Step Three: Responsibilities of the Primary and Non-Primary Destination Point Administrators (Continued)

PRIMARY AND NON-PRIMARY DPA RESPONSIBILITIES:


The information provided to the Primary and Non-Primary DPA by the U.S. Department of Education is protected by the Internal Revenue Code of 1954, as amended and the Privacy Act of 1974, as amended. Protecting this information, once it is entrusted to the Primary and Non-Primary DPA, becomes his or her responsibility. Therefore, the Primary and Non-Primary DPA agree to protect the privacy of all information that has been provided by the U.S. Department of Education. The Primary and Non-Primary DPA understand that any person, including himself or herself, who knowingly and willfully requests or obtains any record concerning an individual from an organization under false pretenses shall be guilty of a misdemeanor and is subject to a fine of up to \$5,000 (5 U.S.C. 552a(i)(3)). The Primary DPA and the Non-Primary DPA further agree and understand that any person, including him or herself, who knowingly and willfully use an access device (18 U.S.C. 1029(e)(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain shall be guilty of a felony and is subject to a fine of up to \$20,000, imprisonment for up to five years, or both, under provisions of the United States Code (20 U.S.C. 1097(e)).

I certify that I have read these responsibilities, understand them, and will protect all data obtained through or provided to U.S. Department of Education systems.


Without the information provided on the SAIG enrollment application, a DPA or the Participating entity would be denied access to electronically transmit reports and data via the SAIG and would be denied access to all Web sites affiliated with this agreement as appropriate. Signature below affirms that you have read these Responsibilities and agree to abide by them.

Confirmation Number: 0000637114

Non-Primary Destination Point Administrator's name: CLIFTON CARLEY

Signature  Date 9/3/24
 (Original signature must be submitted. Stamped or electronic signatures will not be accepted. - Required)

Primary Destination Point Administrator's Name: Clifton Carley
 (Printed name - Required)

Signature  Date 9/3/24
 (Original signature must be submitted. Stamped or electronic signatures will not be accepted. - Required)

Name of School, Agency or Third-Party Servicer: CHARLES A. JONES CAREER & EDUCATION

**Sign and send this application as instructed
in "Submitting Enrollment Application and Signature Pages."**

Go to Step Four

Office Use Only	
Customer Number	<u>Z000229379</u>
TG Number	<u>57849</u>

OMB NO: 1845-0002
Expiration Date: 1/31/2025
Effective Date: 1/28/2024

Step Four: Certification of the President/CEO or Designee.

Responsibilities of the President/CEO or Designee.

As the President/CEO or Designee, I certify that:

- I or my designee will notify CPS/SAIG Technical Support within one business day, by e-mail at CPSSAIG@cd.gov or call 1-800-330-5947 when any person no longer serves as a designated authorizing official, Primary DPA or Non-Primary DPA.
- I will not permit unauthorized use or sharing of SAIG passwords or codes that have been issued to anyone at my organization.
- Each person who is a SAIG DPA for my organization has read and signed a copy of "Step Three: Responsibilities of the Primary and Non-Primary Destination Point Administrator."
- Each person who is a SAIG DPA for my organization has made a copy of the signed Step Three document for his or her own files and a copy is maintained at my organization.
- My organization has provided security due diligence and verifies that administrative, operational, and technical security controls are in place and are operating as intended. Additionally, my organization verifies that it performs appropriate due diligence to ensure that, at a minimum, any employee who has access to Federal Student Aid (FSA) ISIR data meets applicable state security requirements for personnel handling sensitive personally identifiable information.
- My organization has ensured the standards for protecting federal tax information (FTI) have been implemented according to Internal Revenue Code (IRC) 26 U.S.C. §6103 – Confidentiality and disclosure of returns and return information and pursuant to 20 U.S.C.§483 of the Higher Education Act, as amended – Use of FAFSA® and FTI data. I further acknowledge violations of the IRC may lead to criminal and/or civil penalties pursuant to 26 U.S.C. 7213; 7213A; and §7431. Penalties apply to willful unauthorized disclosure and inspection of tax return or return information with punishable fines or imprisonment. Additionally, I further acknowledge a taxpayer may bring civil action for damages against an officer or employee who has inspected or disclosed, knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of any provision of IRC §6103.
- I understand the Secretary may consider any unauthorized disclosure or breach of student records and student applicant information as a demonstration of a potential lack of administrative capability as stated in 34 C.F.R. § 668.16. I further understand that in the event of an unauthorized disclosure or breach of student applicant information or other sensitive information (such as personally identifiable information), the DPA or the Qualified Individual identified under 16 C.F.R. Part 314 must notify Federal Student Aid at CPSSAIG@cd.gov within 24 hours after the incident is known or identified. I am responsible for ensuring that any unauthorized disclosure or breach of student applicant information or other sensitive information (such as personally identifiable information) is reported to Federal Student Aid as required.
- I have signed this certification below and sent the original to the Department. I have retained a copy of this certification at the organization. My signature below affirms that I have read these responsibilities and agree to abide by them.
- I have ensured that the Standards for Safeguarding Customer Information (as the term customer information applies to my institution – See Glossary), 16 C.F.R. Part 314, issued by the Federal Trade Commission (FTC), as required by the Gramm-Leach-Bliley Act (GLBA), P.L. 106-102 have been implemented and understand that these Standards provide, among other things, that I implement the following and I understand that failure to implement the requirements of the GLB Act may be considered a lack of administrative capability under 34 C.F.R. § 668.16 by the Secretary. I further acknowledge that my responsibility to safeguard customer information extends beyond Title IV, HEA program recipients:
 - Develop, implement, and maintain a comprehensive information security program that is written in one or more readily accessible parts that meets the requirements for an information security program in 16 C.F.R. Part 314.
 - Designate a qualified individual responsible for overseeing an implementing my institution's information security program and enforcing my institution's information security program in compliance with 16 C.F.R. 314.4(a).
 - Base my institution's information security program on a risk assessment that identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information (as the term customer information applies to my institution – See Glossary) that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assesses the sufficiency of any safeguards in place to control these risks as required under 16 C.F.R. 314.4(b).
 - Design and implement safeguards to control the risks my institution identifies through risk assessment that meet the requirements of 16 C.F.R. 314.4(c)(1) through (8).
 - Regularly test or otherwise monitor the effectiveness of the safeguards my institution has implemented that meet the requirements of 16 C.F.R. 314.4(d).
 - Implement policies and procedures to ensure that personnel are able to enact my institution's information security program and meet the requirements of 16 C.F.R. 314.4(e)(1) through (4).
 - Oversee my institution's service providers (See Glossary) by meeting the requirements of 16 C.F.R. 314.4(f)(1) through (3).
 - Evaluate and adjust my institution's information security program in light of the results of the required testing and monitoring required by 16 C.F.R. 314.4(d); any material changes to my institution's operations or business arrangements; the results of the required risk assessments under 16 C.F.R. 314.4(b)(2); or any other circumstances that I know or have reason to know may have a material impact on my institution's information security program as required by 16 C.F.R. 314.4(g).
 - Establish an incident response plan that meets the requirements of 16 C.F.R. 314.4(h).
 - Require my institution's Qualified Individual to report regularly and least annually to those with control over my institution on my institution's information security program as required by 16 C.F.R. 314.4(i).

Confirmation Number: 0000637114

Box 2 Authorized Official or Designee Lisa Allen Title Superintendent

DocuSigned by: (Printed name of the Authorized Official or Designee – Required) (Position title – Required)

Signature *Lisa Allen* Date 10/15/2024

2DA745FB73CF426...

(Original signature must be submitted. Stamped or electronic signatures will not be accepted. – Required)

Name of School or Agency: CHARLES A. JONES CAREER & EDUCATION

Sign and send this application as instructed in "Submitting Enrollment Application and Signature Pages."

Office Use Only

Customer Number Z000229379

TG Number 57849

Reference Copy

* This document summarizes the enrollment for the listed confirmation
* number. The services listed are being enrolled under the TG number. If
* there are no services listed, only the demographic information has
* changed. There may be multiple transactions for a confirmation number,
* separated by a dashed line. If multiple transaction changes are
* submitted before processing, the last transaction change displayed will
* reflect the most current change.

*
*
* CONFIRMATION NUMBER: 00000637114
* TG NUMBER: TG57849
* ORGANIZATION NAME: CHARLES A. JONES CAREER & EDUCATION
* DESTINATION POINT NAME: CHARLES A. JONES CAREER & EDUCATION
* DESTINATION POINT ADMINISTRATOR: CLIFTON CARLEY
* SECONDARY DESTINATION POINT ADMINISTRATOR: NINI DUONG
* STREET ADDRESS: 5451 LEMON HILL AVENUE
* CITY: SACRAMENTO
* STATE: CA
* ZIP: 95824-1529
* TELEPHONE: 916-395-5800
*

* NSLDS ONLINE
* 00950900 CHARLES A. JONES CAREER AND EDUCATION CE
* ENROLLMENT UPDATE
* OVERPAYMENT UPDATE
* DEFAULT SERVICES
*



HiSET® Procedures

Date: July 1, 2024 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Sacramento Employment and Training Agency (hereinafter referred to as "SETA").

Clients of the Job Centers will get the following services.

The District is a public school district based in Sacramento County, California. Its administrative offices are situated in the Serna Center, specifically at 5735 47th Avenue, Sacramento, CA 95824. The job center is located in Charles A. Jones Career and Education Center, specifically at 5451 Lemon Hill Avenue, Sacramento, CA 95824.

- A. SETA's primary function is to evaluate and select candidates who will be eligible to take the HiSET® Exam. Students are required to register at the office at least 24 hours before the test.
- B. Fill out the HiSET® SERVICE AGREEMENT (Attachment I) for each student who will be taking the C. HiSET® Exam.
- C. Please transmit the voucher to the Lemon Hill Job Center, which is situated on the CAJ campus, no later than two working days before the student's enrollment at CAJ.
- D. Please send the forms to Eileen-prince@scusd.edu or fax them to 916-433-2635 for verifying eligibility.

The District will be provided with a certain number of customers to serve.

- A. Notify Eileen Ramos-Prince at 916-395-5802 ext. 701059 of any issues.
- B. The district will provide all the necessary materials for conducting the HiSET® Exam. The examination fee amounts to \$150 per student.
- C. Enroll students and arrange dates for administering tests.
- D. Refrain from disclosing the SETA results of the HiSET® Exam. If SETA requires test results, they must acquire this information from the student.
- E. The exam's rules and information may be found in Attachment 2.
- F. Generate and deliver invoice to SETA.

The provision of services will begin on July 1, 2024 and will last until June 30, 2025. Either party has the right to discontinue the services by giving a written notice of 30 days.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: Janea Marking 10/18/2024

D2972921888C416...

Janea Marking, Chief Business & Operations Officer
5735 47th Avenue, Sacramento, CA 95824

SACRAMENTO EMPLOYMENT & TRAINING AGENCY

By: Anita Maldonado 10/23/2024

Anita Maldonado, Executive Director
925 Del Paso Boulevard, Suite 100, Sacramento, CA 95815

2024-2025 HiSET® SERVICE AGREEMENT

This agreement is designed to establish a plan of action that encompasses employment, training and/or specialized service activities necessary for ensuring a customer's entry into and/or maintenance of unsubsidized employment. **Vendors/Training Providers submitting invoice(s) to SETA's Fiscal Department must include a signed copy of this Training Center Agreement.** Invoices submitted without a Training Center Agreement will not be paid.

NOTE: The information included in this plan represents a general plan of services and is not an entitlement to such services or a contract between the participant and the SETA program.

CUSTOMER NAME: _____ ETS #: _____ / SS#: _____
(Please Print Legibly)

CUSTOMER E-MAIL: _____

CUSTOMER PHONE: _____

COACH NAME: _____
(Please Print Legibly)

COACH PHONE: _____ COACH FAX: _____ REFERRING AJCC CENTER: _____

FUNDING CATEGORY: _____

SERVICE CATEGORY:

WIOA/ Adult/Activity: _____ HiSET® Test

WIOA/ Dislocated Worker/Activity: _____ HiSET® Test

WIOA/ Youth/Activity: _____ HiSET® Test

SERVICE INFORMATION

WIOA Enrollment/Registration Case/State Import #: _____

SERVICE PROVIDER: CHARLES A JONES CAREER & EDUCATION CENTER

ADDRESS: CITY/STATE/ZIP: 5451 LEMON HILL AVENUE SACRAMENTO, CA 95824

PHONE: 916-395-5802 EXT. 701059 FAX: 916-433-2635

CONTACT PERSON: Eileen Prince

PLANNED SERVICE: HiSET Testing

SUBJECT/COURSE: Complete HiSET Test Battery

EXPENSES and FUNDING SUMMARY DETAIL

Category	Funding Type	Amount
Full Hiset Testing Battery		

Customer Signature: _____ Date: _____

Coach Signature: _____ Date: _____

Site Supervisor Signature: _____ Date: _____

Vendor Signature/Title: _____ Date: _____

CAJ's HiSET® TESTING INFORMATION and POLICIES

Eligibility Requirements

- ❖ 18 years or older, or within 60 days of 18th birthday regardless of school enrollment status.

Payment of Fees

Fees are paid by cash, credit card, money order, or cashier's check only at the school's Main Office prior to the testing date. The Complete HiSET® Test Battery fees are due at the time of registration, PRIOR to taking the first subtest. Each of the five subtests may be taken a maximum of three times during the period from January 1 to December 31. Those who fail to pass any of the subtests on the third try must wait until January 1 of the next year to start re-testing.

Fees are non-refundable.

Complete HiSET® Test Battery (5 subtests/3 attempts each subtest).....	\$150.00
Subtest – SINGLE – (includes \$20 State Fee and two retests).....	\$60.00
Subtest – RESET - Re-test (includes two retests attempts within a 12-month period).....	\$40.00

Registration and Scheduling

- ❖ To register for the HiSET® exam test takers must first create a user account on hiset.org to establish a "HiSET ID number" Once HiSET ID number is established, a confirmation email will be sent to testers. Testers must log into their HiSET® profile. *The "MY ACCOUNT" should display their first and last name, address, city, state, zip code, phone number and HiSET ID number.* Print this page and bring it along with a current, government issued photo identification, and the payment for the test to the school office. Office hours are **Monday - Thursday 8:30am-3:30pm. The school office is Closed on Friday.**
- ❖ Complete a test registration card and all other forms necessary for HiSET® test registration. (Meeting dates and test schedules available in the main office and on the website.)
- ❖ Sign up early for each test. One or more days in advance of test session is required. Examinees CANNOT sign up to test on the day of the test.
- ❖ Arrive 15 minutes early to your scheduled test. (*Late arrivals or failure to attend will result in you not being able to test on that day, and require you to reschedule*).

NOTE: Examinees may take only the scheduled test during each testing session.

Identification

All examinees must present a current, government issued photo identification and proof of residency. Acceptable identification includes a state driver's license or Department of Motor Vehicles identification card, U. S. passport, U. S. issued employment or work visa, or tribal identification card. Identification must include examinee's name, birth date, signature, photograph, and address.

NOTE: Birth certificates, school identification cards, check cashing cards, and bus passes are not acceptable forms of identification.

On Test Day

Report to Room #203 with approved ID and wait to be called in by the HiSET® Examiner.

NOTE: Examinees arriving late will not be tested and will need to reschedule after paying any required rescheduling fees.

Test Reminders

- ❖ Bring approved ID, appointment confirmation, and payment receipt to every testing session.
- ❖ **Turn off** all cell phones and other electronic devices. Your test will be taken if seen or heard during testing session.
- ❖ Examinees are not permitted to leave testing room during the course of testing. If an examinee leaves the testing room, the test he/she is working on will be invalidated.
- ❖ Examinees are not permitted to use their own scratch paper. All necessary test items are provided by the test center.
- ❖ No hats or hoodies are permitted in testing room

*Cancellation Policy

To cancel a reserved time slot, cancellations must be requested directly to office personnel **in person**, by 3pm, at least 1 business day prior to the reserved testing date. Phone calls, voicemails, and email messages are **not** acceptable forms of cancellation requests.

Scores

In general, it usually takes 7-10 business days for each test to be scored. To access your HiSET® scores: **1)** Go to: hiset.org **2)** Login to your user profile **3)** In main menu, click the "My HiSET Scores" link, **4)** print if desired, **5)** log off.

If you do not have access to a computer, you may use a computer in our Training Center located in room # 106.



CAJ HISET® TESTING

FEES ARE NOT REFUNDABLE

Test: Complete 5-Subtest Battery (*BEST VALUE - available to 1st-time examinees ONLY*)\$150.00
 Subtest – SINGLE – (includes \$20 State Fee and two retest attempts)\$60.00
 Subtest – RESET (includes two retest attempts within a 12-month period)\$40.00

SCHEDULING, CHANGING, OR CANCELLING TESTING APPOINTMENTS MUST BE DONE IN PERSON, AT LEAST 1 BUSINESS DAY PRIOR TO TESTING DATE. A GOVERNMENT ISSUED PHOTO ID & HISET® HOMEPAGE ARE REQUIRED.

TESTING SCHEDULE

DAYS	TEST	TIME
Tuesday	Math	8:45 AM
Wednesday	Science	8:45 AM
Thursday	Writing	8:45 AM
Friday	Reading	8:45 AM
Friday	Social Studies	10:15 AM

*No testing on the following dates:
 (please visit our website for full schedule)*

July 1-July 12, 2024Summer Break
 September 2, 2024 Labor Day
 November 11, 2024 Veterans Day
 November 25-29, 2024 Thanksgiving Break
 December 23, 2024 - January 3, 2025 Winter Break
 January 20, 2025 Martin Luther King Jr. Day
 February 10, 2025 Lincoln Day
 February 17, 2025 Presidents' Day
 April 14 - April 18, 2025 Spring Break
 May 26, 2025 Memorial Day

Registration and Scheduling

- To register for the HiSET® exam test takers must first create an user account at hiset.org to establish a "HiSET ID number". Once HiSET ID number is established, a confirmation email will be sent to testers. Testers must login to their HiSET® profiles. The "MY ACCOUNT" should display their first and last name, address, city, state, zip code and HiSET ID number. Print this page and bring it along with a current, government issued photo identification, and the payment for the test to the school office. Office hours are **Monday - Thursday 8:30am-3:30pm. The school office is Closed on Friday.**
- Complete a test registration card and all other forms necessary for HiSET® test registration. (Meeting dates and test schedules available in the main office and on the website.)
- Sign up early for each test. One or more days in advance of test session is required. Examinees CANNOT sign up to test on the day of the test.
- Arrive to testing room 15 minutes early. (*Late arrivals or failure to attend will result in you not being able to test on that day, and require you to reschedule.*)
- Must be 18 years or older to test.

NOTE: Examinees may take only the scheduled test during each testing session.



24-25 HiSET® TESTING FEES & SCHEDULE

(FEES ARE NON-REFUNDABLE)

www.caj.scusd.edu

Test: Complete 5-Subtest Battery (**BEST VALUE - available to 1st-time examinees ONLY**) ----- \$150.00
 Subtest – SINGLE - (includes \$20 State Fee and two retest attempts)----- \$60.00
 Subtest – RESET (includes two retest attempts within a 12-month period)----- \$40.00

SCHEDULING, CHANGING, OR CANCELLING* TESTING APPOINTMENTS MUST BE DONE IN PERSON, AT LEAST 1 BUSINESS DAY PRIOR TO TESTING DATE.

A GOVERNMENT ISSUED PHYSICAL PHOTO ID & HiSET HOMEPAGE ARE REQUIRED FOR SCHEDULING EXAM AND THE DAY OF TESTING.

English Testing		
DAYS	TEST	TIME
Tuesday	Math	8:45 AM
Wednesday	Science	8:45 AM
Thursday	Writing	8:45 AM
Friday	Reading	8:45 AM
Friday	Social Studies	10:15 AM

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	


February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

 No Testing

Schedule Subject to Change Without Notice.

HiSET® EXAM APPOINTMENT CONFIRMATION

Examinee's Name: _____

HiSET ID# _____ DOB: _____

- Please **arrive 15 minutes early**. Wait outside of **room #203**. Bring this confirmation and receipt the day you test. The HiSET® examiner will call you in at the appropriate time. You will NOT be allowed to test if you are late. **You MUST bring your government issued photo identification to enter the testing room.**
- **No eating or drinking** is allowed during the exams; this includes water. You are welcome to bring food and drinks, but it cannot be at your desk!
- **No smoking** is allowed on campus.
- **No hats or hoodies**
- Cell phones and other **electronic devices must not be visible and turned off completely**, not on vibrate. If your cell phone rings or vibrates during a test, your materials will be collected and not scored.
- Please do not bring pens, pencils, or calculators-**we will provide everything you need.**
- Please use the restroom BEFORE entering the test room; **breaks are not allowed during exams.**
- **Do not write or make any marks in the exam booklets** at all; if you make marks, you will be responsible for replacing the exam.
- Please **be considerate of other examinees**. If you are sick or suffering from extreme allergy conditions, please take the responsibility to test on a future test date. You may be dismissed from testing if certain behaviors are found to be disruptive to other examinees.
- **Scores** are available 7-10 business days after the test is taken. No scores will be given over the telephone. via email, by fax, or in person by office personnel. To access your HiSET® scores: **1) Go to: hiset.org**
2) Log in to your account 3) On the main menu, click the "My HiSET Scores" link
4) View scores.

CANCELLATIONS must be made in person by 3pm, at least 1 business day prior to your appointment. If you show up late to test, fail to show up for your test, or fail to cancel, one of your three attempts will be used and you must see the front office to make arrangements for your next appointment.

I have read and understand the above policies - _____

EXAM	DATE	TIME	NOTES
MATH- Tuesday		8:45 am	
SCIENCE- Wednesday		8:45 am	
WRITING - Thursday		8:45 am	
READING- -Friday		8:45 am	
SOCIAL STUDIES- Friday		10:15 am	

2nd Attempt

EXAM	DATE	TIME	NOTES
MATH- Tuesday		8:45 am	
SCIENCE- Wednesday		8:45 am	
WRITING - Thursday		8:45 am	
READING- -Friday		8:45 am	
SOCIAL STUDIES-- Friday		10:15 am	

3rd Attempt

EXAM	DATE	TIME	NOTES
MATH- Tuesday		8:45 am	
SCIENCE- Wednesday		8:45 am	
WRITING - Thursday		8:45 am	
READING- -Friday		8:45 am	
SOCIAL STUDIES-- Friday		10:15 am	

Appointments after 3rd attempt

EXAM	DATE	TIME	NOTES
MATH- Tuesday		8:45 am	
SCIENCE- Wednesday		8:45 am	
WRITING - Thursday		8:45 am	
READING- -Friday		8:45 am	
SOCIAL STUDIES-- Friday		10:15 am	

Additional Notes:

HiSET

powered by 



HiSET has a new home!

Come and have a look around!

We're excited that HiSET is now a part of PSI Services, an industry leader in career advancement certification testing. We recognize the hard work and effort you put into preparing for your HiSET test and we are committed to delivering an experience that brings the best of testing to you.

hiset.org

What you need to do next

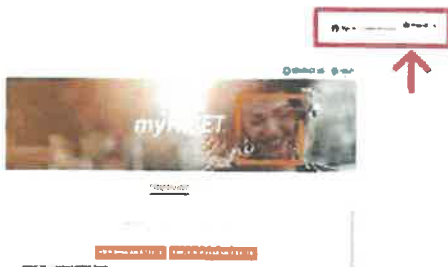
Starting September 23, 2022, you can open your MyHiSET account on the new HiSET platform.

1. Go to test-takers.psiexams.com/browse/HiSET and, or scan this QR code on your mobile device:

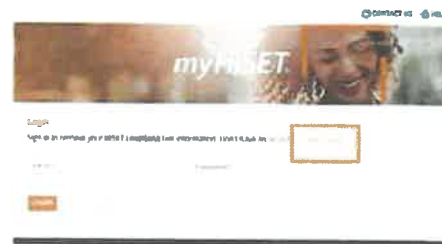


2. Choose your state

3. Click on the "Sign In / Create Account" link in the top right corner



4. Click "Create Account"



5. Create your MyHiSET account using the same email address and the same Last Name that you used previously. That way your new account will be automatically connected with your historical HiSET information.

6. You're ready to book your next test!

What Doesn't Change: Your Testing Progress

We believe in making change for the better. But it's also good to know that some things will stay the same. With the transition to PSI, the tests themselves, your testing progress, your test results, and the value of your high school equivalency credential remain unchanged. In fact, where and how you take your tests won't change much either!

NEED HELP?

Our friendly HiSET Customer Service Team are here to help!

Toll Free Telephone: 1-855-MyHiSET (1-855-694-4738)

M-F: 6:30 am – 5:00 pm CT. Sat and Sun: 8:00 am – 4:30 pm CT

Email: HiSETsupport@psionline.com

Memorandum of Understanding Sacramento County Office of Education and Sacramento City Unified School District Employing Agency Agreement

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Teacher Intern Program, which is a Commission on Teacher Credentialing (CTC) approved two-year Mild to Moderate Support Needs, Multiple and Single Subject Mathematics and Science Teacher Intern Credentials Program (Program).

Sacramento City Unified School District is the employing agency of an intern teacher participating in the Program (Employing Agency).

SCOE and Employing Agency formed a partnership to provide and coordinate services in support of intern teachers. The purpose of the MOU is to set forth the operative conditions which will govern this partnership.

I. Parties

This Memorandum of Understanding (MOU) is between the Sacramento County Office of Education (SCOE) and Employing Agency.

II. Term

The effective dates of this MOU are July 1, 2024 - June 30, 2025. Either party may terminate this agreement by submitting written notice to the other party no later than 60 days prior to the start of a school year.

III. Responsibilities of the Parties

A. Both parties agree to the following responsibilities:

1. Jointly counsel the intern teacher and develop a Professional Development Plan to complete the requirements to earn a credential in the intern teacher's content or specialty area(s); both parties and the intern teacher shall concur on the plan

- a. Professional Development Plan.

The employing district has developed and implemented a Professional Development Plan for interns in consultation with SCOE. The plan shall include all of the following:

- i. Provisions for an annual evaluation of the intern by the Employing Agency.
 - ii. Provide a description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching .
 - iii. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6

moderate disabilities.

- iv. Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

2. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should include weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
 - a. A minimum of 144 hours of support/mentoring and supervision will be provided each year during the two-year Intern Program.
 - b. A minimum of two hours of support/mentoring and supervision will be provided to an intern every five instructional days.
 - c. An additional 45 hours of yearly support/mentoring and supervision specific to meeting the needs of English learners (EL) shall be provided to an intern teacher.
 - d. Interns in the Mild to Moderate Support Needs credential program will have at least 200 hours of supervised early field work in general education and special education settings.
 - e. Examples of support/mentoring and supervision could include, but are not limited to:
 - i. Site staff or co-planning meetings
 - ii. Curriculum, data assessment review
 - iii. Professional development
 - iv. EL lesson modification
 - v. IEP support training
 - vi. Classroom observations with mentor
 - vii. Mentor consulting
 - f. For intern teachers who assume daily teaching responsibilities **after** the beginning of the school year, the parties will provide:
 - i. General mentoring/support equal to sixteen hours times the number of months remaining in the school year.
 - ii. EL support equal to five hours times the number of months remaining in the school year.
3. Review and verify the number of support/mentoring and supervision hours conducted as reported by the intern teacher.
4. Jointly make credentialing recommendation to CTC, recognizing that employment decisions (such as continuing employment and tenure decisions) are separate from credentialing decisions.
5. Notify the other party as soon as possible if an intern teacher placement may be terminated or modified.
6. Develop appropriate modifications, accommodations, and intern support to comply with COVID19 public health orders and applicable county health department and California Department of Public Health and COVID-19 guidelines. This may require video instruction and mentoring.
7. Ensure District certificated employees are not displaced by SCOE Interns.

B. SCOE agrees to the following responsibilities:

1. Be responsible for ensuring that the Teacher Intern Program fulfills the applicable standards of program quality and effectiveness adopted by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE)
2. Provide intern teachers with 120 hours of Preservice training prior to the teacher intern obtaining an intern teaching credential and entering the classroom as the teacher-of-record with the Employing Agency.
3. Establish effective and on-going communication with Employing Agency and SCOE Intern Personnel as appropriate to ensure a successful teaching experience for the intern.
4. Ensure that the intern teacher is receiving required support/mentoring and supervision as part of the 144 General Ed/45 EL hours of yearly support by:
 - a. Identifying an intern coach with a clear or life teaching credential and at least three years of teaching experience to provide:
 - i. Direct support/mentoring and coaching to intern teachers, including monthly coaching for a minimum of 6 coaching observations in the intern teacher's classroom per semester, with additional ongoing support, mentoring and consultation outside of the intern teacher's classroom.
 - b. Working with Employing Agency mentor(s) to establish a collaborative working relationship with the intern teacher, Employing Agency mentor, and SCOE intern coach.
 - c. Providing a tracking system to track the total number of support/mentoring and supervision hours provided by both parties to the intern teacher.
 - d. Providing the Intern with procedures to document and monitor the CTC required hours of mentoring and support received from the Employing Agency and SCOE.
 - e. Verifying the number of mentor and support hours provided by SCOE's intern coach and reported by the intern teacher.
5. Ensure that Mild to Moderate Support Needs intern teachers will have at least 200 hours of supervised early field work in general education and special education settings.
6. Communicate with CTC including:
 - a. Notify CTC if an intern teacher's placement is terminated or changed with the Employing Agency
 - b. Complete all requirements and reporting to CTC for the Intern Credential.
 - c. Complete all requirements and reporting to CTC for the Preliminary Credential.
7. Should an intern teacher not fulfill the completion requirements of the SCOE intern credential program including attendance, grades and/or timely payment of tuition, the program may drop the candidate. SCOE will remain in close contact with Employing Agency regarding intern status.

C. Employing Agency agrees to the following responsibilities:

1. Select placement sites (schools) that demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity, and permit video capture for candidate reflection and California Teacher Performance Assessment (TPA) completion and the Literacy Performance Assessment (LPA). We ask our districts to have a recording policy in place to accommodate TPA video assessment.
2. Ensure every placement site has a fully qualified site administrator.
3. Screen and conduct all necessary background checks on intern teachers.
4. Complete the CTC document entitled “Governing Board Statement for District Intern Credential” and give copy to SCOE prior to employing the intern teacher.
5. Employ the intern teacher in positions in which the intern teacher will:
 - a. Be employed as the “Teacher of Record” in a Multiple Subject, Education Specialist, Mild to Moderate Support Needs, Single Subject Math, or Science classroom.
 - b. Be employed a minimum of .5 FTE capacity in a typical face-to-face setting with the same group of students.
6. Prior to an intern teacher assuming daily teaching responsibilities, identify a mentor for the intern teacher that possesses a valid, corresponding life or clear teaching credential, and a minimum of three years of successful teaching experience. The mentor will be from the same site and have a corresponding credential. The mentor must complete the 10-hour Site Mentor Training through the Course Networking training website and SCOE’s orientation. The mentor will not receive the stipend if the training is not complete.
 - a. The mentor will stay current with changing program requirements, including program alignment to the Literacy Standards and TPEs, and will attend a SCOE 2 hour orientation training to learn about mentorship expectations and the performance assessment requirements for interns, including the Literacy Performance assessment which includes a focus on foundational literacy skills and the additional cross cutting themes in literacy
 - b. If possible, the mentor will possess an EL authorization and can act as the EL mentor to provide supervision and support in meeting the intern requirements to receive 45 hours of annual EL support (see Paragraph 5).
 - c. The Site Mentor may not be the Intern’s primary evaluator.
7. If there is not a mentor available with an EL Authorization, provide an EL mentor for intern teachers who enter the program to complete their 45 hours of EL supervision, as outlined in III.A.2.c.
 - a. The EL mentor will be available to assist the intern with planning lessons that are appropriately designed and differentiated for

English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling, as needed.

8. Ensure that:
 - a. A minimum of 144 hours of annual support/mentoring and supervision is provided to intern teacher in conjunction with SCOE supervisors/coaches, per CTC guidelines:
 - i. The combination of employer-provided support/mentoring and SCOE supervision provided to the intern should be a minimum of two hours every five instructional days. All interns should receive support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum, and teaching as needed in order to meet the Teaching Performance Expectations and teach effectively.
 - ii. An additional 45 hours of annual EL support/mentoring and supervision is provided by the EL mentor if required by the intern teacher in conjunction with SCOE supervisors and coaches per CTC guidelines.
 - iii. Ensure that Mild to Moderate Support Needs intern teachers will have at least 200 hours of supervised early field work in general education and special education settings.
9. Ensure that all site administrators with mentor(s) and/or Intern teacher(s) on staff have been informed about the SCOE Teacher Intern program processes and materials, and stay current with changing program requirements, including program alignment to the Literacy Standards and TPEs.
10. Intern teachers hired within the Participating district must be at sites that allow the Intern teacher to provide effective literacy instruction for all students. Specifically, the intern teacher shall be at sites that allow for instructing students in the literacy areas of meaning making, language development, and effective expression.
11. Intern teachers hired within the Participating district must be at sites that ensure Intern Teachers can practice and implement screening and diagnostic techniques that inform teaching and assessment and early intervention techniques.
12. Intern teachers hired within the Participating district must be at sites that provide opportunities to practice a strong literature, language, and comprehension component with a balance of oral and written language.
13. Intern teachers hired within the Participating district must be in settings that allow interns to practice utilizing the California Dyslexia guidelines, including screening students for dyslexia and providing support to those who were flagged.
14. Provide protected time for mentor(s)/intern to work within the school day; and clearly define expectations for type/frequency of support.
15. Provide opportunities for intern teachers to participate in Professional Development trainings such as grade level collaboration, staff meetings, workshops, and other trainings that promote professional growth for the

intern. These trainings may also count towards the 144 General Ed-45 EL hours of support/mentoring and supervision provided by Employing Agency and SCOE.

16. Provide SCOE with any required documentation needed for reporting to CTC or to fulfill the Teacher Intern Program requirements.
 17. Recognize the credits earned by the intern teacher in the Program to the same extent as credits earned in a college or university for purpose of employment salary and/or other benefits.
 18. Notify SCOE as soon as possible if Employing Agency elects not to employ the intern teacher during year two of the program (i.e., “non re elects”).
 19. Recognize that an intern credential ceases to be valid when SCOE’s program terminates an intern teacher for failing to make satisfactory progress. Employing Agency will take appropriate action regarding the intern-teacher’s position as a teacher of record.
- . Ensure District certificated employees are not displaced by SCOE Interns.

VI. Responsibilities - Fiscal

1. SCOE, in its capacity as the Teacher Intern Program’s LEA, agrees to the following:
 - a. Overall fiscal responsibility for the administration of the Teacher Intern Program.
 - b. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Teacher Intern Program Plan.
 - c. Expend income according to regularly established policies and procedures within the SCOE expenditure guidelines.
 - d. Provide Employing Agency \$500/year to mentor teacher(s) who complete the Site Mentor Training for each SCOE intern.
2. Employing Agency agrees to the following:
 - a. Contract with teacher intern for certificated placement on appropriate certificated salary schedule.
 - b. Provide Teacher Intern with all requirements as related to contract employment, including all benefits related to employment and insurance coverage.
 - c. Pay each mentor teacher \$500/year per intern. The mentor will not receive the stipend if the Site Mentor Training is not complete.

VII. Ownership of Materials

1. Any and all products developed by the Teacher Intern Program are the exclusive property of SCOE. Employing Agency, its employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the expressed written permission of SCOE. SCOE shall have the authority to adapt and adopt materials developed by Teacher Intern Program for dissemination purposes.

VIII. Indemnification:

1. Employing Agency agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers, volunteers, and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of Employing Agency (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
2. SCOE agrees to defend, indemnify, and hold harmless Employing Agency (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE (its director, agents, officers, volunteers, or employees) in performing its duties and obligations described in this agreement or imposed by law.
3. The principals of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

IX. Confidentiality

Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

X. Independent Agents:

This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker's compensation and other employment laws for their respective employees.

XI. Nondiscrimination Clause:

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or any other legally protected class in accordance with all applicable Federal and State laws and regulations.

XII. Notice:

Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to Employing Agency may be given at the following address;

[Sacramento City Unified School District](#)

[5735 47th Avenue](#)

[Sacramento CA 95824](#)

Attn: [Hillary Harrell](#)

Email: hillary-harrell@scusd.edu

Any notice to SCOE shall be sent to the following address:
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003
Attn: Ben Odell, Director, Teacher Intern Program
Email: bodell@scoe.net

XIII. Insurance

All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence/\$3,000,000 aggregate (including sexual abuse/molestation coverage) and automobile insurance coverage of \$1,000,000 per occurrence. Such insurance requirements may be satisfied with coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.

XIV. Entire Contract:

This contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

XV. Execution of Agreement:

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

XVI. Signatures:

By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By: _____

Signature of Authorized Official

Sacramento County Office of Education

Title: Executive Director, School of Education Title: [Chief Business & Operations Officer](#)

Date: _____

By: _____

[Janea Marking](#)

Signature of Authorized Official
Employing Agency

Date: _____

2024-25 Final Budget

Sacramento City USD (094-04)

WAI Grant Brett Fontenot, Vocational Specialist/WorkAbility Coordinator
Contact

Email brettfontenot@yahoo.com

Phone (916)643-2131

Summer Phone (916)247-2796

Phone

Fax (916)399-2019

LEA Type District

CDE Use Only

CERTIFICATION

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this budget is correct and complete; and that the assurances submitted previously are accepted as the basic conditions in the operation of this program for local participation.

Signed by: Janea Marking 10/16/2024
D2972921888C416
 Signature of Authorized Agent Janea Marking, Chief Business Official Name and Title of Authorized Agent Date

	Amount for 2024-25	Grant Reporting Period
Total Budget (from 2024-25 Grant Award Letter)	\$373,275.00	07/01/2020 - 06/30/2025

CDE Use Only

Reviewed and Recommended for Approval By _____ Special Education Division Consultant _____ Date _____

Line	Account	Classification	Budget Amounts
1	1000	Certificated Salaries	\$74,135.00
2	2000	Classified Salaries	\$121,404.00
3	3000	Employee Benefits	\$155,854.00
4	4000	Books and Supplies	\$2,566.00
5	5000	Services and Other Operating Expenses	\$3,276.00
6		Total Direct Costs (Subtotal)	\$357,235.00
7		Indirect Cost	(4.49 %) \$16,040.00
8		Total Budget	\$373,275.00

Project Description:

The SCUSD WorkAbility Program provides employment based transition services to a diverse student population in the Sacramento area. We employ full time staff at each of the 5 comprehensive high schools and one staff to serve the 7 charter/alternative high schools. We also provide community integrated pre-employment training to all of the transition-age students through workshops and individual sessions. We serve 9 middle schools with career assessments and exploration activities, including virtual training in basic job skills. The SCUSD WorkAbility 1 program also collaborates with the DORTPP Program and the DOR Student Services Program to provide the most benefit to the transition age student in high school.

Number of High School Students funded to serve for 2024-25: **791**

Number of High School Students to place in paid employment positions for 2024-25: **118**

Number of Middle School Students funded to serve for 2024-25: **204**

Middle School funds for 2024-25 (already included in Budget Total): **\$70,380.00**

Line	Account	Classification	Budget Amounts	
1	1000	Certificated Salaries	\$74,135.00	
	\$53,538.00 (HS)	Brett Fontenot , WorkAbility Coordinator/Vocational Specialist	0.458 FTE @ \$116,870.00/yr FTE	Organize and coordinate WAI activities for high school students, such as: what to expect transitioning out of high school, high schoolers fundamental skill development, high school career exploration, assessments, high schoolers career planning, parent involvement and staff development. Serve as the WorkAbility Coordinator and meet grant deadlines, collaborate with the SCUSD fiscal team to update the grant as needed.
	\$4,455.00 (HS)	Leslie Hernandez , Administrator of Teaching and Learning	0.030 FTE @ \$149,222.00/yr FTE	Supervise the WorkAbility high school program. Provide direction to the program and advise on any issues that arise.
	\$11,687.00 (MS)	Brett Fontenot , WorkAbility Coordinator/Vocational Specialist	0.100 FTE @ \$116,870.00/yr FTE	Organize and coordinate WAI activities for middle school students, such as: what to expect transitioning from middle school to high school, planning for middle school students to explore high school opportunities, work with middle school case managers on transition activities and opportunities doing job shadows and finding presenters for careers.
	\$4,455.00 (MS)	Leslie Hernandez , Administrator of Teaching and Learning	0.030 FTE @ \$149,222.00/yr FTE	Supervise the WorkAbility program. Provide direction to the program and advise on any issues that arise.
2	2000	Classified Salaries	\$121,404.00	
	\$22,232.00 (HS)	Ge Vang , Transition Assistant	0.640 FTE @ \$34,738.00/yr FTE	Assist the Vocational Specialist with middle school transition activities for students with disabilities. Assist in providing vocational and transition support services to high school students through age 22 with special needs; participate in the organization and contribute to the daily operations of the WorkAbility 1 program at the school sites; coordinate all district community-based WorkAbility 1 activities; collaborate with TPP staff; complete the Workability 1 Data
	\$20,182.00 (HS)	Lalena Rivas , Transition Assistant	0.640 FTE @ \$31,534.00/yr FTE	

		Assist the Vocational Specialist with middle school transition activities for students with disabilities. Assist in providing vocational and transition support services to high school students through age 22 with special needs; participate in the organization and contribute to the daily operations of the WorkAbility 1 program at the school sites; coordinate all district community-based WorkAbility 1 activities; collaborate with TPP staff; complete the Workability 1 Data	
\$15,025.00	(HS)	Transition Assistant Vacancy Transition Assistant	0.418 FTE @ \$35,989.00/yr FTE
		Assist the Vocational Specialist with middle school transition activities for students with disabilities. Assist in providing vocational and transition support services to high school students through age 22 with special needs; participate in the organization and contribute to the daily operations of the WorkAbility 1 program at the school sites; coordinate all district community-based WorkAbility 1 activities; collaborate with TPP staff; complete the Workability 1 Data	
\$8,997.00	(MS)	Transition Assistant Vacancy Transition Assistant	0.250 FTE @ \$35,989.00/yr FTE
		Assist in providing vocational and transition services to middle school students with special needs; implement district and community based WorkAbility 1 middle school activities such as career assessments and projects; complete middle school WorkAbility 1 data.	
\$8,684.00	(MS)	Ge Vang , Transition Assistant	0.250 FTE @ \$34,738.00/yr FTE
		Assist in providing vocational and transition services to middle school students with special needs; implement district and community based WorkAbility 1 middle school activities such as career assessments and projects; complete middle school WorkAbility 1 data.	
\$7,884.00	(MS)	Lalena Rivas , Transition Assistant	0.250 FTE @ \$31,534.00/yr FTE
		Assist in providing vocational and transition services to middle school students with special needs; implement district and community based WorkAbility 1 middle school activities such as career assessments and projects; complete middle school WorkAbility 1 data.	
\$38,400.00	(HS)	Student Wages: 40 students X 60.00 hours X 16.00 per hour	

3	3000	Employee Benefits	\$155,854.00
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\$27,399.00	(HS)	Brett Fontenot , WorkAbility Coordinator/Vocational Specialist Certificated	Salary: \$53,538.00
\$35,668.00	(HS)	Ge Vang , Transition Assistant Classified	Salary: \$22,232.00
\$34,842.00	(HS)	Lalena Rivas , Transition Assistant Classified	Salary: \$20,182.00
\$18,997.00	(HS)	Transition Assistant Vacancy Transition Assistant Classified	Salary: \$15,025.00
\$6,850.00	(MS)	Brett Fontenot , WorkAbility Coordinator/Vocational Specialist Certificated	Salary: \$11,687.00
\$4,749.00	(MS)	Transition Assistant Vacancy Transition Assistant Classified	Salary: \$8,997.00
\$8,917.00	(MS)	Ge Vang , Transition Assistant Classified	Salary: \$8,684.00
\$8,711.00	(MS)	Lalena Rivas , Transition Assistant Classified	Salary: \$7,884.00
\$3,094.00	(HS)	Leslie Hernandez , Administrator of Teaching and Learning Certificated	Salary: \$4,455.00
\$3,094.00	(MS)	Leslie Hernandez , Administrator of Teaching and Learning Certificated	Salary: \$4,455.00

		\$3,533.00 (HS) 40 Students Worker's Compensation, Medicare, Unemployment, Social Security	
4	4000	Books and Supplies	\$ 2566.00
		\$2,000.00 (HS) General office supplies to run the WorkAbility program \$566.00 (HS) Ink for WorkAbility printers	
5	5000	Services and Other Operating Expenses	\$ 3276.00
		\$1,840.00 (HS) Travel expenses to attend required region meetings and trainings. \$1,436.00 (HS) Mileage for WorkAbility staff to drive to school to provide transition skills workshops and WorkAbility meetings	
7		Indirect Cost: 4.49000 %	\$16,040.00
		Cost of grant administration and other program activities	
		Total Budget	\$373,275.00

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER				
			FY	PCA	Service Location	Suffix	
			24	23011	67439	A1	
Attention WorkAbility I, Site 094			INDEX		County Code		
Email Mbello@cde.ca.gov			0663		34		
Telephone 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE				
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code		
Program Office			6520		8590		
Name of Grant Program 2024–25 WorkAbility I Program							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$373,275		\$373,275		7/01/2024	6/30/2025	
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency		

I am pleased to inform you that you have been funded for the Workability I Program.

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 Analyst listed below to discuss other signing options.

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

WorkAbility I at Workability1@cde.ca.gov

California Department of Education Contact Michelle Bello		Job Title Education Programs Consultant	
E-mail Address Mbello@cde.ca.gov		Telephone 916-982-2251	
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>		Date September 27, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. 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.</i>			
Printed Name of Authorized Agent Janea Marking		Title Chief Business & Operations Officer	
E-mail Address janea-marking@scusd.edu		Telephone (916) 643-9055	
Signature ▶		Date	

Conditions of the Grant Award

1. General Assurances are hereby incorporated by reference. The California Department of Education (CDE) has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE Request for Applications web page at <https://www.cde.ca.gov/fq/fo/fm/generalassurances2024-25.asp> prior to initial grant award payment.
2. This Workability I (WAI) grant shall be administered in accordance with the provisions of the Individuals with Disabilities Education Act (IDEA) and in compliance with laws and regulations from the CDE, the Employment Development Department (EDD), and the state and federal Departments of Labor.
3. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the Grant Award Notification (AO-400), which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed hard copy AO-400 to the CDE. All approved grant funds must be expended within the designated award period.
4. Grant funds must be used to implement the WAI Program as indicated in the approved project plan and consistent with California *Education Code (EC) 56471 Section (e)*, "Workability project applications shall include, but are not limited to, the following elements: (1) recruitment, (2) assessment, (3) counseling, (4) preemployment skills training, (5) vocational training, (6) student wages for try-out employment, (7) placement in unsubsidized employment, (8) other assistance with transition to a quality adult life, and (9) utilization of an interdisciplinary advisory committee to enhance project goals."
5. The following program evaluation and renewal information will be compiled and submitted by the WAI grantee to the CDE by the required due dates: (a) student data, (b) program funds [staffing and program cost], (c) Annual Program Report, (d) Grant Funding Application, and (e) Annual Program Requirements Report.
6. WAI grantees must complete and submit all required WAI forms by the due date into the WAI database, to the CDE, or both. If the grantee does not meet timely submission of forms for the fiscal year, the grantee will be placed on conditional status.
7. WAI grantees must serve all students for which funding was received.
8. WAI grantees must place into employment at least 15 percent of the students for which funding was received.
9. The WAI grantees must achieve a score of "Basic/Developing" on the Annual Program Requirements Report submission: a numerical score of no less than nine for High Schools and no less than seven for Middle Schools. If the grantee does not score the minimal requirements, the grantee will be placed on conditional status.
10. Grantees must have representation by their WAI Program staff at two regional meetings and one required state meeting per year.
11. If a WAI grantee receives WAI Advisory Committee and standing committee funds per *EC 56471(b)*, then attendance by Advisory and Committee members is required at up to four committee meetings per year. If the WAI Advisory Committee member will not attend, a designee needs to attend in their place. All WAI Advisory meetings are subject to Bagley Keene and are hosted by the CDE in person or virtually. Meetings are subject to state safety protocols and can be conducted virtually.
12. The WAI grantee must maintain expenditure reports with supporting evidence and be prepared to submit them to the CDE upon request. The CDE has the authority to conduct program and fiscal reviews or audits.

13. The WAI Grantee must submit to the CDE an **Interim Expenditure Report** no later than **February 27, 2025**, for reporting actual expenditures from **July 1, 2024, through December 31, 2024**. If reported interim expenditures are less than the initial payment, then the scheduled interim payment will be reduced proportionately.
14. The WAI Grantee must submit to the CDE a **Final Expenditure Report** no later than **August 10, 2025**. Upon receipt of the Final Expenditure Report, up to 100 percent of the grant total will be reimbursed. Failure to submit the Final Expenditure Report prior to next year's state grant award issuance will affect the timely release of next year's payment and will result in conditions imposed on the grant.
15. Funds will be used for excess costs of normal expenditures when applied to staff, materials, and services that are not typically provided to students receiving special education services and that are necessary for their participation in this program.
16. The WAI grantee will provide information to WAI students with intellectual and developmental disabilities (ID/DD) ages 16 and above regarding Employment First, opportunities for employment, and supports to achieve Competitive Integrated Employment.
17. Every employed WAI student under the age of 18 shall have an approved work permit on file at the employment site, and a copy shall be filed with the WAI grantee.
18. Work-based learning opportunities must be provided in compliance with the Work Experience Education (WEE) and Regional Occupational Center and Programs (ROC/P).
19. The WAI program does not discriminate on the basis of race, color, national or ethnic origin, gender, or disability in the administration of its program and complies with all laws and regulations of the Americans with Disabilities Act and other appropriate legislation.
20. The WAI Grantee shall be accountable as defined by student, program, and fiscal outcomes.
21. Students who participate in the WAI work experience program will be paid at least minimum wage. There is an exception for learners who may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel during their first 160 hours of employment in occupations in which they have no previous similar or related experience.
22. Minimum wage will not exceed the prevailing minimum wage of the city in which the student is employed.
23. All WAI students will be placed into employment settings that are in the least restrictive environment and that facilitate movement towards postschool integrated employment.
24. The WAI grantee will enter and participate in a Local Partnership Agreement (LPA) with core partners (local educational agencies, Department of Rehabilitation Districts, and Regional Centers) and be prepared to submit to the CDE documentation of the LPA upon request.
25. The WAI Grantee will provide to the CDE an On-Campus Business Plan for proposed on-campus student businesses that provide students enrolled in the WAI program with on-campus placement opportunities.
26. Under the authority of the CDE, if the grantee is identified as noncompliant in any of the aforementioned areas, conditions will be imposed on the grant. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Those grantees with violations will receive notification of conditions on their grant and will be instructed to develop a plan of action to remedy the noncompliance. No payments will be released to agencies with conditions on their grant until the CDE receives written notification from the agency agreeing to the conditions of the grant.

CDE Grant Number: 24-23011-67439-A1

September 27, 2024

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If you have any fiscal questions regarding this grant, please contact the CDE WAI Team by email at Workability1@cde.ca.gov.

If you would like to inquire about the status of a payment, please contact the Administrative Services Unit at SEDGrants@cde.ca.gov and copy the WAI Team at Workability1@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report

**CalStateTEACH****California State University
Teacher Preparation Program**

**California State University's CalStateTEACH Program
Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students**

This agreement is between the Sacramento City Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning October 14, 2024 and ending September 30, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential, or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teaching Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching placement for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify the University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.



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*California State University
Teacher Preparation Program*

6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care, or other health care to any Student Teacher.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

MENTOR TEACHER RESPONSIBILITIES

1. Hold an appropriate California credential (Multiple Subject)
2. Have completed three years of successful teaching experience.
3. Have the English Language Authorization, expertise, and experience working with English learners.
4. Model balanced and comprehensive reading/language arts instruction; effectively teach the state-adopted core curriculum; and model instruction based on the state-adopted academic content standards.
 - a. Phonics and structured reading development
 - b. Incorporation of California Dyslexia Guidelines



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**California State University
Teacher Preparation Program**

- c. Incorporation of elements of California Comprehensive Plan
5. Participate in mentor teacher training.
6. Allow Field Experience Participants opportunities to work with classroom students.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of the University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty

**CalStateTEACH****California State University
Teacher Preparation Program**

(30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this 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 of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this 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 of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a



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writing executed by both parties.

4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____.

Signed by:

Janea Marking

10/18/2024

D2972921888C416...

Janea Marking, Chief Business and Operations Officer
Sacramento City Unified School District

Brian Cotham

10/18/2024

Brian Cotham (Oct 18, 2024 14:24 PDT)

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH

Department of Education

**Student Teaching Memorandum of Understanding
July 1, 2024 – June 30, 2026**

I. General

In consideration of the mutual promises herein, Sacramento City Unified School District (“District”), located in Sacramento, California, and Dominican University of California (“University”), located in San Rafael, California, agree to partner in Dominican University of California’s Teacher Training Curricula.

Whereas, University desires to place students enrolled in teacher training curricula (collectively, “Students”), in appropriate locations whereby Students may gain practical teaching, an experience as an important element of Students’ education and training by the University School of Education; and

Whereas, pursuant to the provisions of Section 1095 of the Education code, the governing board of any district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher training curricula of such institutions.

II. Purpose

The purpose of this Agreement is to establish a formal working relationship between the parties to this Agreement and to set forth the operative conditions, which will govern this partnership. District and University will form a partnership to provide coordinating services as part of the Student Teaching Program, serving multiple subject, single subject, and education specialists, hereafter referred to as the “Student Teaching Program.” The purpose of the Student Teaching Program is to support Student Teachers.

Student Teachers must meet all applicable prerequisites required by the California Commission on Teacher Credentialing (“CTC”) before participating in the Student Teacher Program.

III. Responsibilities

As a condition of our partnership, Sacramento City Unified School District and Dominican University of California agree to adhere to the following general responsibilities:

A. The District agrees to:

Provide the University with the following information related to the Student Teaching Program:

- 1) Learning Environment: The District has a responsibility to maintain a positive, respectful, and sufficiently resourced learning environment so that sound educational experiences can occur.
- 2) District Liaison: The District shall identify a liaison(s) from among its teaching staff who will communicate and cooperate with the University to ensure student teacher access to appropriate resources for the Student Teaching experience.
- 3) Mentor and Support Teachers: Mentor and Support teachers shall hold a Clear Credential in the content area for which they are providing supervision. They shall have a minimum of three (3) years of content area K-12 teaching experience and have demonstrated exemplary teaching practices. Mentor and Support teachers agree to complete Dominican's 10-hour initial orientation addressing CalTPA, 21st Century Skills, roles and responsibilities, teaching and coaching methods, as well as instructional and inclusive strategies for all learners.
- 4) On Campus Emergencies: The District will ensure that there are written policies and procedures for handling emergencies, which might involve Student Teachers and their Directing Teachers. The District will ensure that these policies and procedures will be disseminated to the student teachers.
- 5) Teaching Experience: The District shall provide teaching experience through student teaching in schools and classes of the District.

The District may, for good cause, refuse to accept any student of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment in the District for any student of the University.

- 6) "Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency permits or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

District employees who provide supervision for field experiences are selected, oriented, supervised, evaluated, and rewarded in ways that optimize the development of each candidate. Candidates are supervised in field placements by practitioners who have an appropriate credential, three or more years of teaching experience in California, knowledge of state-adopted student academic content standards and/or the common

core standards, and expertise in the fields of elementary or secondary teaching, depending on the candidate's preliminary credential.

- 7) Student Teaching Assignment: An assignment of a student of the University to student teaching in schools or classes of the District shall be, at the discretion of the University, for approximately fifteen (15) weeks. A student may be given more than one (1) assignment by the University to student teach in such schools or classes. The assignment of a student of the University to student teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the document given her/him by the University affecting such assignment, but not earlier than the date of such assignment as shown on the document. Before assigning students to School districts, Dominican University will instruct such students on applicable state and federal law relating to unlawful discrimination and sexual harassment.
- 8) Permit Teachers: If the student teacher is also serving as a district employee on a district-sponsored permit (e.g., Provisional Internship Permit Short Term Staff Permit, Emergency) while enrolled at Dominican, the District agrees to provide the following support hours to the student and collaborate to track the hours of support and supervision provided to the permit teacher via Dominican's Permit Teacher Support Log:
 - a) A minimum of 144 hours of general support/mentoring and supervision is provided to each permit teacher per school year, including coaching, modeling, and demonstrating within the classroom; assistance with course planning; and problem-solving regarding students, curriculum, and development of effective teaching methodologies. A minimum of two hours of support/mentoring and supervision must be provided to a permit teacher every five instructional days.
 - b) An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to a permit teacher who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-cultural, Language and Academic Development (CLAD) Certificate. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the permit teacher's development of knowledge and skills in the instruction of English learners.
- 9) Administrator: District site will have a fully qualified administrator.
- 10) For purposes of implementing the video requirement, the program places candidates only in student teaching or intern placements where the candidate is able to record his/her teaching with K-12 students. The program assures that each school or district where the candidate is placed has a recording policy in place.

- 11) Method of Evaluation: There is a clear method for oral and written evaluation per semester that will be conveyed to the Student Teacher. An open communication exchange between District and University is always welcomed. At the end of the fieldwork experience, the Student Teacher evaluates the Directing Teachers and University Supervisor.
- 12) Safety, Laws and Regulations: The District agrees to comply with applicable state and federal workplace safety laws and regulations.
- 13) Family Educational Rights and Privacy Act (FERPA): To the extent the District generates or maintains educational records related to the participating Student, the District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates District as a University official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the University's records is required by District to carry out the Program.
- 14) Claim against Student Teacher: The District will provide written notification to the University promptly if a claim arises involving a Student Teacher. The District and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

B. The University's Department of Education agrees to:

- 1) Assign to the District only those Student Teachers who have satisfactorily completed the prerequisites of the University's curriculum.
- 2) Retain ultimate responsibility for the education and assessment of its Student Teachers. The University Supervisor for this Agreement shall be appointed and assigned by the University.
- 3) Advise Student Teachers that they are required to comply with District's rules, regulations and procedures.
- 4) Provide new university supervisors with an orientation at Dominican University.

C. Other Terms and Conditions

As between the Parties hereto, it is understood and agreed that:

- 1) Legal Compliance and Non-discrimination:

In connection with the performance of work under this contract, both parties agree that all Students receiving teacher training experience pursuant to this Agreement shall be selected and trained in an environment without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status or any other basis protected by law. These same principles apply in the event the Student is withdrawn from the teacher training experience.

2) Health Insurance Portability and Accountability Act:

Students participating in the Student Teaching Program pursuant to this Agreement are members of the District's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to client information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the District and does not establish an employment relationship.

3) No District Relationship:

Nothing in this Agreement is intended to or shall be construed to constitute or establish a District, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

4) Severability:

The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, the remaining provisions shall remain in force. That provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

5) Term and Termination:

This Agreement is effective upon execution by both parties to the Student Teaching Program and will continue through the published expiration date or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, Students already scheduled to train at District will be permitted to complete any previously scheduled teacher training assignment at District.

6) Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between University and District, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the binding Agreement between University and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

7) Indemnification:

District agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, students and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from District's negligence, or in proportion to the District's comparative fault.

University agrees to indemnify, defend, and hold harmless District and its affiliates, directors, trustees, officers, agents, students and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault. However, the University does not agree to indemnify for the actions of a student while following the direction(s) of the District.

8) Insurance:

District shall maintain in force at all times during the Terms of this Agreement the following insurance: (1) Professional Liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (2) Commercial General Liability ("CGL") insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and (3) Sexual Misconduct/Abuse liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the CGL policy is acceptable. The Professional Liability and CGL insurance policies must: (1) name Dominican University of California and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement. District must furnish to University before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds. District must also provide at least 30 days written notice to University before any cancellation or restrictive endorsement to any of the required coverages. If the above-mentioned policies of insurance are claims-made

coverage, District agrees to purchase claims-made coverage for three (3) years following termination of the agreement.

University shall maintain in force at all times during the Terms of this Agreement the following insurance (1) Professional Liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (2) Commercial general liability (“CGL”) insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and (3) Sexual Misconduct/Abuse liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the CGL policy is acceptable. The Professional Liability and CGL insurance policies must: (1) name District and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the “Additional Insureds”) as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement. University must furnish to the District before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds. University must also provide at least 30 days written notice to the District before any cancellation or restrictive endorsement to any of the required coverages. If the above-mentioned policies of insurance are claims-made coverage, University agrees to purchase claims-made coverage for three (3) years following termination of the agreement.

9) Choice of Law:

This Agreement shall be interpreted in accordance with the laws of the State of California. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Marin County, California.

The authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Signed by:
Janea Marking
D2972921888C416...

10/24/2024

Janea Marking
Chief Business and Operations Officer
Sacramento City Unified School District

Date

Mojgan Behmand
Vice President for Academic Affairs/Dean of the Faculty
Dominican University of California

Date

**MEMORANDUM OF UNDERSTANDING
FOR DATA SHARING AND SUPPORT**

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education (SCOE)**, and **Sacramento City Unified School District** (District) regarding the provision of data support to District.

WHEREAS, District has access to large amounts of student data and desires support in utilizing this data for its improvement efforts.

WHEREAS, through SCOE's System of Support and Differentiated Assistance, SCOE has a team with the expertise necessary to assist District in utilizing its data and building District's capacity for future data analysis.

WHEREAS, with this MOU, the parties set forth their agreement for SCOE to provide data support to District, consistent with the terms in this MOU.

The parties agree to the following terms:

A. Term and Termination

Once signed by both parties, this MOU is in effect from **October XX, 2024** through June 30, 2027. This MOU may be terminated by either party by giving 30-days written notice.

B. SCOE agrees to:

1. **Provide Data Interpretation and Support.** SCOE will identify individuals ("SCOE Data Team") to integrate, analyze and interpret District's data around key areas related to SCOE's System of Support and Differentiated Assistance. As used in this MOU, data includes information from pupil records subject to the Federal Educational Rights and Privacy Act (FERPA) ("Data"). SCOE's Data Team will:
 - a. work with designated District staff to identify District needs,
 - b. integrate, analyze, and interpret District Data,
 - c. present Data to District in a format that is easily understandable and addresses District's identified needs,
 - d. assist District in developing a plan for continuous improvement guided by the Data findings.
2. **Assist District with Training and Capacity Building.** SCOE's Data Team will act as a resource for District's designated staff to build their capacity to analyze and interpret Data from different sources.

C. District agrees to:

1. Designate District staff to collaborate with SCOE's Data Team in identifying and reviewing Data regarding District's needs.
2. Provide SCOE access to relevant student data as needed to facilitate SCOE's provision of services articulated in paragraph B, above.

MEMORANDUM OF UNDERSTANDING

D. Data Sharing

1. School Official Designation. The SCOE Data Team will be deemed to be school officials subject to the Family Educational Rights and Privacy Act (“FERPA”), its implementing regulations, and corresponding California law. The SCOE Data Team will have access to pupil records in which they have a legitimate educational interest, which are those records that contain information necessary for the performance of the duties specified in section B of this MOU. SCOE agrees to abide by FERPA and the requirements imposed by 34 CFR 99.33(a) on school officials and use the information only for the purposes of this MOU. SCOE will not disclose pupil records to any other entity except with prior written consent, or as otherwise permitted by FERPA, its implementing regulations, and corresponding California law. District will provide appropriate notice to parents in its annual notifications regarding school officials. (34 C.F.R. § 99.7.)
2. Ownership of Data. SCOE and District agree that District will continue to maintain ownership of and control over its source Data, including information contained in its pupil records. SCOE agrees that it will not alter District’s source Data. SCOE shall not be responsible for the type or quality of the Data provided by District, and SCOE makes no warranty as to the Data itself. District understands that though SCOE may notify it of issues it discovers with the source Data, District is responsible for any corrections required to its own Data or will authorize SCOE to make any limited explicit changes. District acknowledges that accurate reports rely upon accurate source Data being maintained by District.
3. Transmission of Data.
Both Parties agree to maintain appropriate security protocols in the transfer or transmission of Data, including ensuring Data may only be viewed or accessed by parties legally allowed to do so. SCOE shall maintain Data obtained or generated pursuant to this MOU in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to this MOU, except as requested by District or with District’s consent. SCOE shall provide security training to those of its employees who operate or have access to the system. SCOE may also provide an initial security training to District. SCOE shall provide District with contact information for the person at SCOE who District may contact if District has security concerns or questions. Where applicable, SCOE will require unique account identifiers, usernames, and passwords that must be entered each time a client or user signs in.

Both parties agree to maintain appropriate network and other data security to protect any Data in its possession. Each party agrees to notify the other if it has any reason to believe there has been a breach of data security relevant to the Data subject to this agreement, and any Data has been lost, tampered with, or otherwise illegally accessed. Any notifications required by law in the event of a breach in data security will be the responsibility of the agency responsible for the data breach.

4. Third Party Data Sharing.
SCOE agrees to notify District and obtain District’s permission for sharing Data with any third parties.

MEMORANDUM OF UNDERSTANDING

SCOE has contracts with third party vendors to help with data processing and management (“SCOE Contractors”). SCOE shall ensure SCOE Contractors that process, store, or access District’s Data have adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. SCOE will require any third-party vendors and subcontractors to comply with applicable state and federal laws and regulations regarding educational records and data privacy, including but not limited to: Education Code §§ 49073.1 and 49076; FERPA; HIPAA; and the Student Online Personal Information Protection Act (SOPIPA).

5. Prohibited Use of Data

Except as otherwise permitted by the terms of this MOU, SCOE shall not use the Data supplied to it in an unauthorized manner. Specifically, SCOE shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

6. Destruction

Within 30 days of the termination of this MOU, SCOE will destroy confidential pupil record information it has received from District in the performance of services under this MOU.

E. **Fiscal**

Neither party will owe a fiscal obligation to the other for the provision of services pursuant to this MOU.

F. **General Terms**

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party’s duties and obligations described in this MOU or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

2. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents. Each party independently has control of its own data systems.
3. Nondiscrimination. Any service provided by the parties pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
4. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$3,000,000 per occurrence. Such requirement may be satisfied

MEMORANDUM OF UNDERSTANDING

by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this MOU.

- 5. Force Majeure. No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.
- 6. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
- 7. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education

Nancy Herota, Ed.D.
Deputy Superintendent

Sacramento City Unified School District

Janea Marking, Chief Business and Operations Officer

Signature

Signature

Date

Date

Services Agreement

This Agreement, for the provision of services is entered into this _____ day of _____, 20____, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and [Sacramento City Unified School District](#) (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing **7/01/2024** and ending **6/30/2027**, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

There is no exchange of compensation between the parties under this agreement.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000, et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.) Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. NOT USED

15. NOT USED

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. NOT USED

18. Indemnification.

Each party, including its officers, agents, and employees, shall each save, defend, and hold harmless the other against any and all liability, claims, damages, judgments, expenses, including litigation costs, attorneys' fees, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage. Each party shall defend, indemnify and hold the other party, 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 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 of the indemnifying party, its officers, employees, or agents to property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this Contract, resulting in whole or in part from the negligent, reckless, willful acts or omissions of County, including its agents or representatives, or Contractor, including its agenda or representatives. All duties of County and Contractor under this Section shall survive termination of this Contract.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Sheiveh Jones, Executive Director
 6401 Linda Vista Rd
 San Diego, CA 92111
 858-295-8806
 snjones@sdcoe.net

With copy to: Chief Business Officer and
 SDCOE Legal Services
 6401 Linda Vista Rd
 San Diego, CA 92111

Contractor: Dr. Tiffany Smith-Simmons, Director II
 5735 47th Avenue
 Sacramento, CA 95824
 (916) 643-9058
 tiffany-smith-simmons@scusd.edu

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was

made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Waiver.

Any of the terms or conditions of this agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

32. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT

Sacramento City Unified School District

OF SCHOOLS

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Date

By (Authorized Signature)

Janea Marking

Name (Type or Print)

Chief Business and Operations Officer

Title

Date

EXHIBIT A
SPECIAL PROVISIONS

A. The County agrees to:

1. Act as Local Educational Agency (LEA) in accordance with San Diego County Local Educational Agency agreement with the California Commission on Teacher Credentialing. a. Provide credential services for the review of applications for the Adult and Career Technical Education Designated Subjects Credentials.
2. Distribute Commission on Teacher Credentialing updates for credential standards and program information.
3. Review and organize data from course evaluations and mentor experiences. Report findings at Credential advisory meetings.
4. Organize candidate, credential analyst, and administrative advisory meetings.
5. Adhere to the California Commission on Teacher Credentialing educator preparation accreditation system's 7-year cycle of activities.
6. Provide support and linkages to partnering Institution of Higher Educations (IHE).
7. Provide ongoing program improvement collaboration opportunities with IHEs, Districts, employers, and all relevant stakeholders.

B. The Contractor agrees to:

1. Provide supervisors (evaluative) who are:
 - a. Certificated and experienced in teaching.
 - b. Trained in supervision and support of beginning teachers.
 - c. Experienced in offering professional development opportunities.
 - d. Experienced in providing ongoing support to support providers and candidates. e. Responsible for collaborating with the county program staff on selecting qualified mentors and completing all necessary paperwork.
2. Provide support provider (non-evaluative) mentors for each preliminary credential candidate
 - A. Scope of Services. including substitute teachers) upon hire who are:
 - a. Program approved and meet minimum qualifications:
 - i. Hold a valid clear California teaching credential.
 - ii. Verify a minimum of three (3) years of classroom teaching experience.
 - iii. Verify recent work experience in an educational setting.
 - b. Trained in providing coaching and support to beginning teachers.
 - c. Assessed by new teacher candidates for their services.
 - d. Competent in providing complete, accurate and timely feedback to new teacher candidates throughout the period of the preliminary credential.
 3. Provide staff available to assist and support candidates in the processing of credential application materials (i.e., district credential technician).
 4. Ensure candidates enroll in Early Program Orientation within the first 30-days of employment.
 5. Identify one (1) contact person as liaison with the County.

**Memorandum of Understanding
Between the University
And
Sacramento City Unified School District**

This Memorandum of Understanding ("MOU") is intended to outline the responsibilities and expectations of The California State University of Sacramento ("the University"), and the [Sacramento City Unified School District], a non-profit community host partner ("CHP"). The University and the CHP are collectively referred to as "the Parties."

Purpose

The University shall provide civic engagement and experiential learning opportunities to enrolled undergraduates ("Fellows") through courses and practical experiences with CHPs in K-12 education, Climate Action, and Food Insecurity, focus areas on California Volunteers #CaliforniansForAll ("Sac State" College Corps). Twenty percent of Fellows can be placed within Civic Engagement and Health focus areas to support an extension of community service in the Sacramento region. Fellows shall receive a living allowance and education award from the Sac State College Corps grant for their civic engagement service hours with CHPs. The University and the CHP mutually benefit from permitting Fellows to learn and obtain experience by serving during their undergraduate experiences.

The University and the CHP aim to collaborate to enhance coordination of civic engagement strategies and resources. Their goal is to expand undergraduate fellows' civic engagement experiences and support, positively impact regional communities, and promote learning and social justice perspectives. The University and the CHP plan to engage in dynamic data exchanges to enhance and guide continuous improvements to targeted support activities, resources, and services for community members and fellows involved in these efforts.

Roles and Responsibilities of the Parties:

The CHP Shall:

- A. Approve the recommended Fellow's assignment and site location before the service start date. Pacific ES and Arthur A. Benjamin HS.
- B. Provide practical, direct service experience for the Fellow assigned to the CHP.

Identify a CHP member as the Fellow's supervisor to the Fellow and the University. The CHP supervisor will regularly meet with the Fellow to facilitate their learning, review project progress, verify hours, ensure data accuracy, and provide feedback. The supervisor will also participate in required university training and meetings.

- C. Provide the Fellow with an orientation, tour of the location facilities, introduction to CHP staff and its affiliates, the CHP's operations, emergency, occupational safety, anti-discrimination/harassment, privacy, and service protocols, and check-in and check-out recordkeeping instructions.
- D. Provide the Fellow with a description of the Fellow's tasks and responsibilities, which must not supplant CHP employment positions. Evaluate the Fellow, if requested by the University.
- E. Provide the Fellow with appropriate training, materials, and safety equipment, before the Fellow uses CHP equipment, materials, or other resources. The training must not exceed 20% of the Fellow service hours (90 of 450 service hours).

Seek approval from the University for the Fellow's host site location change 14 days in advance of the change date and if approved, notify the Fellow 7 days before the change date. CHP will not reduce scheduled service hours or adversely affect the Fellow's fellowship if denied.

- F. Inform the University of additional unexpected costs or expenses projected for the Fellow and receive approval for such costs by the University before incurring the costs. Inform the University of any fellowship work-related injury

or illness that restricts work or causes days away from work.

- G. Permit and assist with the collection of information about community members who receive services during delivery hours and provide information regarding the Fellow's hours of service. See Attachment: Data Elements and Reporting Frequency
- H. Upon written request to the University, the CHP may identify an alternative means that must be approved in advance by the University to meet grant reporting needs for the Fellow's service hours rendered.
- I. Evaluate the Fellows' delivery of tasks and responsibilities in the description, referenced in Paragraph E above, at the end of each semester or alternative schedule approved by the University. Document this evaluation and share it with the university through mid-year and end-of-the-year evaluation forms.
- J. Notify the University if the Fellow fails to perform assigned tasks, does not complete all program requirements, or engages in illegal or unethical misconduct.
- K. Ensure the Fellow's activities comply with the Sac State College Corps grant requirements and prevent prohibited or illegal activities during service.
- L. Information that is relevant to the Fellow's performance at the CHP that is protected by the Family Educational Rights and Privacy Act ("FERPA") and/or any other applicable laws or regulations, may be shared between the CHP and the University. CHP must not disclose information about Fellows protected by FERPA to any third party without notifying the University in writing and obtaining the written consent of the Fellow, or except as required by law.

The University Shall:

- A. Identify undergraduates enrolled at the University, approve them as Fellows, and assign them to CHP no later than the 10th day of Fall instruction.
- B. Notify the CHP immediately of changes in eligibility by the Fellow.
- C. Receive from the CHP the official start and end dates of service, the physical location of service, location service alternatives, and the assigned supervisor for each Fellow placed at the CHP's location.
- D. Advise the Fellow that neither the University nor the CHP is responsible for any costs incurred by the Fellow while serving as a Fellow at the CHP. These costs may include, but are not limited to, costs for computer or telephone equipment, internet, and transportation.
- E. Notify the Fellow of the fund request support process for unforeseen expenses or incurred costs.
- F. Advise the Fellow of their responsibilities outlined in the Fellow's Service Agreement (FSA) at the Sacramento State College Corps orientation and training and notify the Fellow of their additional responsibilities outlined in this MOU.
- G. Assist the CHP with the transfer or termination of the fellowship, or modified schedule. Provide the CHP with a written plan within 14 days of official notice to execute the request.
- H. Maintain general liability and worker's compensation insurance for Fellows while participating in the program.
- I. For Fellows at CHPs that involve Youth, the fellows are trained/background checked by the university.

The Fellow's Responsibilities at the CHP:

- A. Participate in all mandatory training required by California Volunteers, Sac State College Corps, and the CHP, and complete all necessary forms promptly, including those outlined in the FSA.
- B. Use your own equipment and workspace with approved University software and security applications for remote participation. Fellows do have access to university remote work ergonomics consulting.
- C. Use an official email address affiliated with the University (i.e., @csus.edu) or approved by the CHP supervisor.
- D. Exhibit professional, ethical, and appropriate behavior when performing duties at the University and the CHP.
- E. Follow the Rules of Conduct in the FSA and the CHP's rules.
- F. Abide by the University's policies, including the Policy on Student Conduct and Discipline and Code of Academic Conduct.
- G. Immediately report concerns to the Sac State College Corps through the Sac State College Corps complaint process.
- H. Promptly complete all assigned documentation, tasks, and responsibilities, including timesheets, data logs, and applicable mileage forms, required by the Sac State College Corps and the CHP supervisor.
- I. Complete an average of 12 to 15 hours per week between ~~August 31, 2024~~ ^{July 1, 2024} and ~~May 31, 2025~~ ^{June 30, 2025}, and coordinate with the Sac State College Corps and the CHP supervisor about alternative plans to sustain progress. The Fellow shall not complete service hours prematurely.

It is Mutually Understood and Agreed by and Between the Parties That:

- A. There is no monetary obligation from one Party to the other nor between the CHP and the fellows during the fellowship.
- B. The Parties shall meet to resolve potential conflicts to facilitate a mutually beneficial experience for all involved.
- C. The Parties shall not unlawfully harass, allow the harassment of, or discriminate against any Fellow because of race, color, national origin (including caste or perceived caste), religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veterans California State University (CSU Policy)
- D. The University reviews complaints from its campus community members of discrimination and/or harassment based on protected characteristics, sexual misconduct, relationship violence, stalking, and retaliation under the University's relevant policies, including but not limited to, the CSU Policy
- E. If the CHP receives a complaint from a Fellow alleging discrimination, harassment, or retaliation, or becomes aware of potential discrimination, harassment, or retaliation against a Fellow, the CHP will promptly notify the University so that appropriate action can be taken. This notification will be made even if the CHP has its own policies and procedures for addressing harassment, discrimination, and retaliation concerns.
- F. No employer-employee relationship exists between the CHP and the Fellow, and the Fellows assigned to the CHP, under this MOU, are assigned for educational purposes and shall not be considered employees of the University or the CHP for any purpose, including but not limited to, compensation for services, welfare, and pension benefits, or workers' compensation insurance.

Unless otherwise agreed to in writing by the University and the CHP, each Fellow may be assigned to the CHP from July 1, 2024 to June 30, 2025 for 12 to 15 hours per week.

Term and Termination

- a. This MOU shall become effective as of the last written date below and shall remain in effect for one year after that date unless terminated earlier by the Parties.
- b. The Parties may terminate this MOU, without cause, by providing 30 days prior written notice to the other Party provided. However, no termination shall take effect for enrolled fellows, who shall be permitted to complete their training for any semester term in which termination would otherwise occur.
- c. The CHP may immediately terminate the Fellow's service placement if the Fellow violates the CHP's standards of conduct, policies, procedures, or instructions or if the CHP's business necessity requires termination.

General Provisions

- A. Confidentiality. The Parties to this MOU shall maintain the confidentiality of all Data exchanges by each Party under the terms of this MOU and the Attachments. The confidentiality requirement under this paragraph and Attachments 1 and 2 shall survive the termination or expiration of this MOU or any subsequent MOU intended to supersede this MOU.
- B. Use of Names. Nothing in this MOU confers on either Party the right to use the other Party's name without prior written permission or constitutes an endorsement of any commercial product or service by either Party.
- C. Notices. All notices described in this MOU shall be in writing and shall be considered given upon personal delivery of the written notice or within four days after deposit in the mail, certified or registered, and addressed to the appropriate address set forth below. Any address change shall be made by written notice under this paragraph.
- D. Negligence. Each Party is liable for the negligence of its own employees, with liability limited by the CTC and applicable laws.
- E. Indemnification.
 1. CHP Indemnification: The CHP will defend, indemnify, and hold harmless Sacramento State and its affiliates ("University Indemnitees") from all liabilities, losses, claims, and related expenses arising from (1) any negligent or intentional acts or omissions by the CHP, and (2) any breach of the CHPs representations or warranties in this Agreement. This indemnification does not cover damages from Sacramento State's sole negligence or willful misconduct.
 2. Sacramento State's Indemnification: Sacramento State will defend, indemnify, and hold harmless the CHP and its affiliates ("CHP Indemnitees") from all liabilities, losses, claims, and related expenses arising from (1) any negligent or intentional acts or omissions by Sacramento State, and (2) any breach of Sacramento State's representations or warranties in this Agreement. This indemnification does not cover damages from the CHPs sole negligence or willful misconduct.
- G. Execution. IN WITNESS WHEREOF, by signing below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their signature is made.

<p>If to the CHP Organization</p> <p>Attn: Attn: Tina Alvarez Bevens, Contract Analyst Sacramento City Unified School District 5735 47th Avenue Sacramento CA 95824</p> <p>Authorized Signature</p> <p><u>Printed Name:</u> Janea Marking</p> <p><u>Title:</u> Chief Business & Operations Officer</p> <p><u>Signature:</u> _____ <u>Date:</u> _____</p>	<p>If to California State University, Sacramento</p> <p>Attn: Rachelle Davis M.A. Student Affairs/Career Center 6000 J. Street 1013 Lassen Hall Sacramento, CA 95819</p> <p>California State University, Sacramento</p> <p><u>Printed Name:</u></p> <p><u>Title:</u></p> <p><u>Signature:</u> _____ <u>Date:</u> _____</p>
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Attachment: Data Elements

Reporting Guidelines for Sac State College Corps Fellows Data:

This section outlines the frequency and period for Community Host Partners (CHPs) to support with data related to the services provided by Sac State College Corps Fellows. It specifies the data elements that must be reported, ensuring alignment with the nature of the services delivered by the Fellows.

Reporting Frequency:

Fellows are required to submit data "Outputs" to the University every two weeks. These scheduled data logs maintain alignment with our strategic goals, fulfilling grant requirements, and enhancing the effectiveness of our Fellow services across all areas of intervention. Fellows will collect Data in alignment with the following outputs based on the services provided by the CHP. The Fellow supervisor will verify the accuracy and approve all data logs bi-weekly with timesheets.

For K-12 Tutoring and Mentoring Services:

Data Elements for Tutoring Services

- English Tutoring or Math Tutoring
- One-to-one support
- # of students in a group session
- Classroom support

Data Elements for Mentoring Services

- One-to-one support
- # of students group session
- Classroom support

For Food Insecurity Education, Outreach and Distribution Services:

Data Elements for Food Insecurity Education and Outreach Services

- # of individuals served
- Meals delivered / # lbs. of food distributed

For Climate Action, Education, and Outreach Services:

Data Elements for Climate Action Education and Outreach Services

- # of trees planted
- # of individuals reached during outreach

For Civic Engagement and Heath & Wellness Services:

Data Civic Engagement and Heath & Wellness Services

- Individuals Served (Numeric):
- Types of support

Sacramento Neighborhood Resilience Pilot Project Subaward Agreement

This Sacramento Neighborhood Resilience Pilot Project Subaward Agreement, dated [month, day], 2024, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the “City”), and the SACRAMENTO UNIFIED SCHOOL DISTRICT, a political subdivision of the state of California] (“Subrecipient”). Subrecipient’s unique entity identifier is CVE6DTDKVX25.

Background

In April 2023, the City, the Subrecipient, Sacramento Tree Foundation (“STF”), and Habitat for Humanity of Greater Sacramento (“Habitat”) collaborated on an application for a grant through the U.S. Environmental Protection Agency’s Environmental Justice Government-to-Government Program (assistance listing number 66.312); the Subrecipient, STF, and Habitat were identified as subrecipients in the grant application.

The purpose of the grant is to fund urban cooling and resiliency strategies through the Sacramento Neighborhood Resilience Pilot Project (the “Project”). The Project will plant trees, install irrigation systems, implement low-water landscaping upgrades, distribute air filters, implement trash pick-up events, and support disaster preparedness trainings in the designated Project focus areas, as identified in attachment 1 (“Authorized Activities”). Together, these Project activities will counter the urban heat island effect and build neighborhood resilience to extreme weather events.

On April 22, 2024, the U.S. Environmental Protection Agency (“EPA”) awarded the City a grant in the amount of \$981,042.00 (Federal Award Identification Number 98T89701). The grant is evidenced by the cooperative agreement between the City and the EPA included as attachment 3 (the “EJG2G grant agreement”). The EJG2G grant agreement includes the federal award project description.

Consistent with the grant application, the City is providing a subaward of the grant funds to the Subrecipient to carry out part of the Project, as provided in this agreement. This subaward is not for research and development.

With these background facts in mind, the City and Subrecipient agree as follows:

- 1. Term.** This agreement takes effect as described in section 32 and terminates on May 31, 2028, subject to early termination under section 7.

2. **Disbursement of funds.** The City shall disburse to the Subrecipient a total sum not to exceed \$310,261 in accordance with section 3 below. The funds disbursed by the City under this agreement are referred to as “**EPA funds.**” In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after May 31, 2027.
3. **Reimbursement basis.** The City will make payments to the Subrecipient in arrears as follows:
- (a) **Progress payments.** On a monthly basis, the Subrecipient shall provide the City with a written report on the progress made on the Authorized Activities (in accordance with section 8(l) below) and a detailed and properly documented invoice for reimbursement that must include, in addition to the information required in attachment 2, a detailed accounting of costs already incurred in sufficient detail for the City, in its opinion, to substantiate the costs. The City will notify the Subrecipient within fifteen business days following receipt of its invoice and written report of any circumstances or data identified by the City that would cause withholding of approval and subsequent payment. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Subrecipient within a reasonable time after invoice approval.
 - (b) **Final payment.** As a condition of receiving final payment under this agreement, the Subrecipient shall provide the City with (i) all of the documents described in section 3(a), above, covering the period since the Subrecipient last submitted a monthly payment request, and (ii) the closeout report required under section 8(n), below. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Subrecipient within a reasonable time after invoice and closeout report approval.
4. **Authorized uses.** The following terms apply to the Subrecipient’s activities and expenditures related to this agreement:
- (a) The Subrecipient may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in attachment 1 (“**Authorized Activities**”) in accordance with the budget listed in attachment 2 (“**Approved Budget**”). If a term included in

attachment 1 is stated as an obligation, then the Subrecipient is obligated to perform the term under this agreement.

- (b) The Subrecipient may seek reimbursement solely for eligible costs that it incurs between the effective date of this agreement and May 31, 2027. If Subrecipient receives a refund or credit for any cost for which it received a payment of EPA funds, Subrecipient shall return EPA funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 31 no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.
 - (c) When incurring costs for which it will seek reimbursement under this agreement, the Subrecipient shall comply with the terms of the EJJG2G grant agreement, the EPA's general terms and conditions included as attachment 4, and the EPA's subaward policy included as attachment 5 (collectively, the "**Federal Award Requirements**"), as the Federal Award Requirements may be amended from time to time.
 - (d) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Subrecipient to the City within 60 days unless the City approves in writing an alternative repayment plan.
 - (e) The Subrecipient shall not use the EPA funds to supplant funding provided by the City to the Subrecipient under any other agreement. The Subrecipient shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using EPA funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
 - (f) If the Subrecipient has received other EPA funds from the City or any other entity, or has received other federal funds, Subrecipient shall not use the EPA funds awarded under this agreement to pay for direct or indirect costs already covered by the other federal funds or EPA fund payments.
- 5. Record retention and access.** During the period that begins on the effective date of this agreement and ends three years after the City submits the final financial report required under the EJJG2 grant agreement to the EPA, the Subrecipient shall do the following:
- (a) The Subrecipient shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to the subaward of EPA funds and this agreement in accordance with generally accepted accounting practices, including the

following records: (i) general ledger and subsidiary ledgers used to account for the receipt of EPA funds and the disbursements of EPA funds to meet eligible expenses; (ii) budget records for all fiscal years covered by this agreement; (iii) payroll, time records, human resource records to support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using EPA funds and all documents related to such contracts; (vi) grant subaward agreements entered into using EPA funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Subrecipient, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of EPA funds; and (x) all investigative files and inquiry reports involving payment of EPA funds.

- (b) The Subrecipient shall make the records described in subsection (a) available to the City's Accounting Manager (the "**Accounting Manager**"), the City Auditor, any independent auditor, the United States Environmental Protection Agency Office of Inspector General (the "**OIG**"), the Comptroller General of the United States (the "**Comptroller General**"), and any of their authorized representatives, at all reasonable times to make audits, examinations, excerpts, and transcripts. If the City requests, the Subrecipient shall obtain and provide to the City, at the Subrecipient's sole cost, an independent financial audit of the Subrecipient's use of the EPA funds.
- (c) The Subrecipient shall make its personnel available at all reasonable times to the Accounting Manager, the City Auditor, any independent auditor, the OIG, the Comptroller General, and any of their authorized representatives, for interviews and discussion related to this agreement and the records described in subsection (a).
- (d) Upon demand by the City, given in accordance with section 9, the Subrecipient shall reimburse the City for all EPA funds that the Accounting Manager, City Auditor, an independent auditor, the OIG, the Comptroller General, or any of their authorized representatives determines were expended for activities other than Authorized Activities in accordance with this agreement, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 9.

6. Supervision or discipline of minors. The Subrecipient shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2).

To give effect to this section, the Subrecipient shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.

- 7. Termination.** (a) The City may terminate this agreement by providing at least 30 days' prior notice to the Subrecipient if the city manager determines that:
- (1) The Subrecipient has failed to perform, or has performed unsatisfactorily, any term of this agreement, including failing to use the EPA funds solely for Authorized Activities in accordance with the Federal Award Requirements.
 - (2) The Subrecipient has made (with or without knowledge) any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this agreement; or
 - (3) There is pending litigation with respect to the performance by Subrecipient of any of its duties or obligations under this agreement that may materially jeopardize or adversely affect the undertaking of or the carrying out of the Authorized Activities.
- (b) If the City terminates this agreement in accordance with subsection (a), above, the City shall reimburse the Subrecipient for all eligible costs incurred as of the 14th calendar day after the effective date of the notice of termination in accordance with section 3, above.
- (c) The Subrecipient may terminate this agreement by providing at least 60 days' prior notice if the EPA or the City has breached a material provision of the agreement.
- 8. Pass-through entity and subrecipient requirements.** The Subrecipient acknowledges that it is a subrecipient as defined in title 2 of the Code of Federal Regulations ("CFR"), section 200.1. In connection with its activities and expenditures related to this agreement, the Subrecipient shall do the following:
- (a) The Subrecipient shall comply with all federal laws, regulations, and terms of the Federal Award Requirements that apply to a pass-through entity or subrecipient of a subaward of EPA funds, including the applicable provisions of the CFR, as set forth in the federal assistance listing number 66.312;
 - (b) The Subrecipient shall maintain a valid SAM.gov registration;

- (c) The Subrecipient shall comply with the applicable cost principles in title 2, CFR, part 200, subpart E and, to the extent required, costs must be reasonable, eligible, and allocable as provided in title 2, CFR, sections 200.404 and 200.405;
- (d) The Subrecipient shall not seek reimbursement for pre-award costs, as defined in title 2, CFR, section 200.458;
- (e) The Subrecipient shall comply with all laws and regulations, including title 2, CFR, part 200, subpart D, when purchasing equipment or property;
- (f) The Subrecipient shall comply with the audit requirements in title 2, CFR, part 200, subpart F;
- (g) The Subrecipient shall enter into a written grant subaward agreement for each subaward of EPA funds that the Subrecipient makes to a subrecipient;
- (h) The Subrecipient shall enter into a written contract when it purchases goods or services using EPA funds. All procurement contracts using EPA funds must be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327;
- (i) The Subrecipient shall ensure that each written grant subaward agreement for a subaward of EPA funds imposes on the subrecipient all the obligations that this agreement imposes on the Subrecipient;
- (j) The Subrecipient shall report its subaward and executive compensation information as required by title 2, CFR, part 170;
- (k) The Subrecipient shall report subawards and executive compensation as required by section 15 of the EPA's general terms and conditions;
- (l) On a monthly basis, the Subrecipient shall provide the City with a written report on the progress made on the Authorized Activities. This monthly report must include all the following:
 - (1) A performance report consistent with the "Performance Reports – Content" section in the Programmatic Conditions of the EJG2G grant agreement;
 - (2) Project deliverables;

- (3) Subject to the provisions in section 34(d), below, data and information about consumers and households acquired in connection with this agreement;
 - (4) The amount of any subaward and the name of each subaward recipient and the names of any contractors paid with EPA funds and the amount paid;
 - (5) The location of all workplaces where the Subrecipient carries out Authorized Activities; and
 - (6) Any other information the City may request to demonstrate that the EPA funds are being used solely for Authorized Activities and in accordance with all applicable laws.
- (m) Upon the request of the City, the Subrecipient shall provide the City with an annual recovery plan performance report that provides information on how the Subrecipient is planning to ensure project outcomes are achieved in an effective, efficient, and equitable manner, and the Subrecipient's progress on key performance indicators determined by the City and identified by the EPA (each such report, a "Report"). If the City requests a Report, the Subrecipient shall deliver the Report to the City no later than July 15 of each year; and
- (n) The Subrecipient shall provide the City with a closeout report that includes all the following: (i) an itemized list of all expenditures of EPA funds; (ii) the name of each subrecipient of EPA funds; (iii) the name of each contractor who is paid with EPA funds; (iv) the amount of each subaward of EPA funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with EPA funds; (vi) a copy of each grant subaward agreement between the Subrecipient and a subrecipient for a subaward of EPA funds; (vii) a copy of each contract for the purchase of goods or services that is paid for in whole or in part with EPA funds; (viii) all information required to be reported under attachment 1; and (ix) any other information that the City may request to demonstrate that the EPA funds were used solely for Authorized Activities in accordance with the Federal Award Requirements. The Subrecipient shall include with the report a certification that it used the EPA funds solely for Authorized Activities in accordance with the Federal Award Requirements.

9. Prevailing wages. If this agreement is for construction, alteration, or repair (including painting and decorating) of public buildings or public works, the Subrecipient shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§3141-3148) and all rules, regulations, and orders promulgated under the act. Among other provisions, the Davis-Bacon Act establishes minimum wages and fringe benefits; prohibits deductions or rebates

from payments; provides for the withholding of funds to assure compliance with wage provisions; and provides for the termination of the agreement and debarment of the Subrecipient for failure so to comply. Additionally, California state prevailing wages may apply (California Labor Code §1720 et seq.), in which case prevailing wages will be the higher of either the Davis-Bacon wages or the California state prevailing wage, as determined by trade.

10. Debarment certification. (a) Pursuant to title 2 CFR, parts 180 and 200, applicable Executive Orders, and the EPA regulations at title 2, CFR, part 1532 (Nonprocurement Debarment and Suspension), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, 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, the Subrecipient warrants and certifies under penalty of perjury under the laws of the State of California that Subrecipient, including any owner, partner, director, officer, or principal of the Subrecipient, 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 or agency;
- (2) Has not within the 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 the 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 the three-year period preceding this certification, 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 48 CFR Section 52.209-5 of the federal Acquisition Regulations.
- (b) The Subrecipient shall comply with title 2, CFR, part 180, subpart B before entering into a covered transaction with a participant at the next lower tier.
- (c) The Subrecipient shall pass the requirement to comply with title 2, CFR, part 180, subpart B, to each person with whom the Subrecipient enters into a coverage transaction at the next lower tier.
- (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 Subrecipient shall provide immediate written notice to the City if, at any time, the Subrecipient learns this certification is erroneous or has become erroneous by reason of changed circumstances. If the City later determines that the Subrecipient's warranties and certification in this Section were erroneous, the City may terminate this agreement for default.

11. Equal employment opportunity. (a) During the term of this agreement, the Subrecipient shall:

- (1) Comply with all federal nondiscrimination laws and equal opportunity laws and regulations, as may be amended from time to time;
- (2) Not to participate directly or indirectly in the discrimination prohibited by any federal law or regulation, including but not limited to:
 - (1) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et seq.), the EPA's implementing regulations at title 40, CFR, parts 5 and 7, and any applicable implementing federal directives that may be issued;
 - (2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.); and
 - (C) Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), the Age Discrimination Act

of 1975, as amended (42 U.S.C. §6101 et seq.), and EPA's implementing regulations at title 40, CFR, parts 5, 7, and 12; and

- (3) Permit access to its books, records, accounts, other sources of information, and its facilities as required by the City or the applicable federal agency;
- (b) If the Subrecipient fails to comply with any nondiscrimination provisions in this agreement, the City and the applicable federal agency will have the right to impose such contract sanctions as they determine are appropriate, including withholding payments to the Subrecipient until the Subrecipient complies, and cancelling, terminating, or suspending this agreement, in whole or in part; and
- (c) The Subrecipient shall insert the terms of subsections (a) and (b), in every subaward agreement and procurement contract and in every notice of funding availability and solicitation;
- (d) *Compliance with all non-discrimination and equal employment opportunity laws:*
 - (1) It is the City's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations. The City does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. The City prohibits discrimination by its employees, subrecipients, contractors, and consultants;
 - (2) The Subrecipient assures the City that it complies with, and that the Subrecipient will require that its subrecipients and contractors comply with, all non-discrimination and equal opportunity laws; and
 - (3) The Subrecipient's failure to comply with these provisions constitutes a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the City may deem appropriate.

12. Prohibition of expending state or federal funds for lobbying.

- (a) The Subrecipient certifies, to the best of its knowledge or belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the California Legislature or United States Congress, an officer or employee of the California Legislature or Congress, or any employee of a member of the California Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

(c) The Subrecipient also agrees, by signing this agreement, that it will require that the language of this certification be included in all lower tier contracts and subawards that exceed \$100,000, and that all such subcontractors and subrecipients shall certify and disclose accordingly.

(d) The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and any disclosure. In addition, the Subrecipient understands and agrees that the provisions of Chapter 38 of title 31 of U.S. Code, Administrative Remedies for False Claims and Statements, apply to this certification and any disclosure.

13. Drug-free certification. By signing this agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with the requirements of title 2, CFR, parts 182 and 1536 (Governmentwide Requirements

for Drug-Free Workplace) and will provide a drug-free workplace as required by law, including 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; the statement must also let each employee know that, as a condition of employment under any federal award, he or she:

(1) Will abide by the terms of the statement; and

(2) Must notify the Subrecipient in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction.

(b) Establish a Drug-Free Awareness Program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

(c) Require that a copy of the drug-free workplace policy statement described in Section 13(a) be given to each employee who works on a program funded under this agreement.

14. Conflicts of interest. The Subrecipient, its officers, directors, employees, agents, subrecipients, and contractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Subrecipient's performance under this agreement. The Subrecipient shall disclose, in writing to the City, any potential conflict of interest affecting the awarded funds in accordance with title 2, CFR, section 200.112 and must maintain a conflict-of-interest policy consistent with title 2, CFR, section 200.318, subsection (c).

15. Rebates, kickbacks, or other unlawful consideration. (a) Subrecipient warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, the City has the right, in its discretion: to terminate this agreement without

liability; to pay only for the value of the work actually performed; or to deduct from the agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

(b) The Subrecipient shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (title 29, CFR, part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

16. Environmental compliance. The Subrecipient shall comply with all generally applicable federal environmental laws and regulations, including but not limited to the Clean Air Act (42 U.S.C. §7401 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), Executive Order 11738, all EPA regulations (title 40 of the CFR) and all applicable standards, orders, or regulations issued pursuant to title 40 of the CFR. The Subrecipient shall report any violation of these statutes and regulations to the City and understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the EPA regional office.

17. Buy America Act and domestic preferences. The City and Subrecipient shall comply with the Buy America requirement (23 U.S.C. §313). Buy America requires the City and Subrecipient to purchase only steel, iron, and manufactured products produced in the United States, unless the EPA determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall contract by more than 25 percent. In order to use foreign produced items, the Subrecipient must first submit a waiver request to the City that provides an adequate basis and justification for approval by the EPA. The Subrecipient shall provide a preference for the purchase, acquisition, or use of all goods, products, or materials produced in the United States.

18. Recovered materials. (a) In the performance of this agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

(b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) Subrecipient shall also comply with the requirements of 42 U.S.C. §6962.

19. Compliance with the Contract Work Hours And Safety Standards Act. If Subrecipient or any of its contractors or subrecipients are contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

- (a) *Overtime requirements.* Neither the Subrecipient nor any of its contractors or subrecipients shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* If the Subrecipient, contractor, or subrecipient violates subsection (a), above, the responsible party is liable for the unpaid wages. In addition, responsible party is liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of subsection (a), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection (a), above.
- (c) *Withholding for unpaid wages and liquidated damages.* The City may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the responsible party under any such contract or any other federal contract with the same responsible party, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same responsible party, such sums as may be determined to be necessary to satisfy any liabilities of responsible party for unpaid wages and liquidated damages as provided in subsection (b) above.
- (d) *Contracts, subcontracts, and subaward agreements.* The Subrecipient, contractor, or subrecipient shall insert in any contracts, subcontracts, and subaward agreements the clauses set forth in subsections (a) – (c), above, and also a clause requiring the subrecipients and subcontractors to include these clauses in any lower tier subcontracts and subaward agreements. The Subrecipient shall ensure that all contractors and subrecipients and their lower-tier subcontractors and subrecipients comply with this section.

- 20. Uniform relocation assistance and real property acquisitions.** The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- 21. False claims.** The Subrecipient understands that making false statements or claims in connection with this agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 22. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number 98T89701 awarded to City of Sacramento by the U.S. Environmental Protection Agency."
- 23. Signage requirements.** The Subrecipient shall comply with the signage requirements in attachment 6 (the "**Signage Required Term and Condition**"), as they apply to the Authorized Activities.
- 24. Increasing seat belt use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- 25. Reducing text messaging while driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 26. Protections for whistleblowers.** In accordance with 41 U.S.C. section 4712, the Subrecipient may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this agreement, a gross waste of federal funds, an abuse of authority related to this agreement, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this agreement. Subrecipient shall inform its employees, in writing, of the rights and remedies provided to them under this section in the predominant native language of the workforce.

- 27. Trafficking Victims Protection Act Of 2000.** The Subrecipient and its subrecipients, contractors, and subcontractors shall not engage in, or use labor recruiters, brokers, or other agents who engage in any of the conduct described in 22 U.S.C. section 7104, subsection (g)(1) – (4).
- 28. Hatch Act.** The Subrecipient shall comply with the requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal funds.
- 29. Consultant cost cap.** The provisions of title 2, CFR, section 1500.10 apply to this agreement.
- 30. Management fees.** The prohibition against management or similar charges as provided in section 9 of the EPA’s general terms and conditions apply to this agreement.
- 31. Notices.** Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 31 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
Office of Climate Action and Sustainability
915 I Street, 2nd Floor
Sacramento, California 95814
Attention: Sarah Kolarik, Sustainability Analyst
Email: skolarik@cityofsacramento.org

If to the Subrecipient:

Sacramento City Unified School District
5735 47th Avenue

Sacramento, California 95824
Attention: Chamberlain Segrest, Environmental Sustainability Manager
Email: chamberlain-segrest@scusd.edu

32. Effective date. This agreement is effective on the date that all parties have signed it, as indicated by the dates in the signature blocks below.

33. Indemnity and insurance. The parties shall comply with the indemnity and insurance provisions in the memorandum of understanding between the City and the Schools Insurance Authority included as Attachment 7.

34. Miscellaneous.

- (a) *Assignment.* The Subrecipient may not assign or otherwise transfer this agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 33(a) is void.
- (b) *Successors and assigns.* This agreement binds and inures to the benefit of the successors and assigns of the parties. This section 34(b) does not constitute the City's consent to any assignment of this agreement or any interest in this agreement.
- (c) *Interpretation.* This agreement is to be interpreted and applied in accordance with California law. Attachments 1 – 7 are part of this agreement.
- (d) *Personal information.* For purposes of this agreement the terms "consumer", "household", "person", "personal information", and "sensitive personal information" have the meanings ascribed to them in California Civil Code section 1798.140, as it may be amended. Except as expressly required by the EPA, no party shall, either directly or indirectly, disclose to any person who is not a party to this agreement any personal information or sensitive personal information about a consumer or household acquired in connection with this agreement.
- (e) *Waiver of breach.* A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party's breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.

- (f) *Severability*. If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
- (g) *Time of essence*. Time is of the essence in performing this agreement.
- (h) *Compliance with all laws, requirements, and orders*. The Subrecipient shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement.
- (i) *Tax implications and consequences*. The City makes no representations as to the tax consequences associated with the disbursement of EPA funds related to this agreement, and any determination related to this issue is the sole responsibility of the Subrecipient. Subrecipient acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. Subrecipient acknowledges the City cannot provide advice regarding the tax consequences or implications of the EPA funds disbursed to Subrecipient under the terms of this agreement.
- (j) *Authority to sign*. The person signing this agreement on Subrecipient's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Subrecipient to this agreement. City shall have no obligations whatsoever under this agreement, unless and until this agreement is executed by the City Manager or the City Manager's authorized designee.
- (k) *Counterparts*. The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
- (l) *Electronic signatures*. The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for all purposes.
- (m) *Integration and modification*. This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral,

express, or implied—and may, except as provided in attachment 2, be modified only by another written agreement signed by both parties.

CITY OF SACRAMENTO,
a California municipal corporation

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT,** a political subdivision of the
state of California

By: _____
Ryan Moore, Assistant City Manager

By: _____
Janea Marking, Chief Business and
Operations Officer

Dated: _____, 2024

Dated: _____, 2024

Attest
Sacramento City Clerk

By: _____
Deputy City Clerk

Approved as to Form
Sacramento City Attorney

By: _____
Deputy City Attorney

Attachment 1

Authorized Activities

The Subrecipient shall use the US EPA funds solely to do the following:

1. The Subrecipient shall carry out the urban cooling and resiliency strategies identified in subsection 1.(a), below, to counter urban heat-island effect and extreme-weather events in the vulnerable, low-income areas identified in subsection 1.(b), below (the “**Project**”). The urban cooling and resiliency strategies identified in subsection 1.(a), below, are referred to as the “**Project Activities**”; the areas identified in subsection 1.(b), below, are referred to as the “**Project Focus Areas**.” The Subrecipient shall partner with the City, Habitat, and STF to carry out the Project Activities.

(a) *Project Activities*. The Subrecipient shall do the following:

- (1) Collaborate with other grant partners to implement campus greening and outdoor water conservation work in the Project Focus Areas. In carrying out this activity, the Subrecipient shall:
 - A. Coordinate with all relevant parties for the design, review, and approval for campus greening projects that will remove at least 22,000 square feet of turf in total, install at least 22,000 square feet of new or upgraded irrigation in total, install at least 100 water-efficient plants in total, and include at least 60 new trees in total;
 - B. Allow or not allow, in its sole discretion, structures, improvements, alterations, equipment, furniture, furnishings, trade fixtures, facilities, or any other items (collectively, “**Alterations**”) to be placed, constructed, erected, altered, or made on the Subrecipient’s property; title to all Alterations placed on the Subrecipient’s property with the Subrecipient’s consent vests in the Subrecipient;
 - C. Coordinate with the City’s Department of Utilities to secure outdoor water conservation rebates and river-friendly landscaping rebates;
 - D. Coordinate with the City’s Department of Public Works to secure free mulch;
 - E. Coordinate with STF to provide input on tree selection as part of campus greening design;

- F. Coordinate with STF to plant at least 30 trees per school; and
 - G. Coordinate with STF to host tree planting events to support school tree planting; engage volunteers; and provide tree care education at planting events;
 - H. Provide access to school facilities, following the Subrecipient's policies, to support the Project Activities;
- (2) Facilitate school-based outreach to support STF and Habitat in recruiting participants;
 - (3) Coordinate with STF to develop lessons and curriculum regarding tree benefits for teachers to engage students. Coordinate with teachers to support curriculum implementation. The curriculum must include topics covering tree care; urban heat; climate change and resiliency; the benefits of trees; and complementary water conservation, energy efficiency, and electrification topics. In carrying out this activity, the Subrecipient shall coordinate with STF to provide tree-benefit education to 100 students;
 - (4) Assist with administration of the EPA grant by:
 - A. Participating in monthly subaward coordination meetings and quarterly partner coordination meetings;
 - B. Supporting invoicing and biannual grant reporting by providing documentation as requested;
 - C. Leveraging the Subrecipient's communication and outreach channels to support other project-related work being implemented by the City that is relevant to the school community; and
 - D. Coordinating with other grant partners as needed (e.g., County of Sacramento, Sacramento Municipal Utility District).
- (b) *Project Focus Areas*. The Subrecipient shall carry out the Project Activities only in the following areas:
- (1) Rosa Parks K-8 School; and
 - (2) John D. Sloat Elementary School.

(c) *Project schedule.* (1) The Subrecipient shall complete all Project Activities by May 31, 2027 (the “**Subaward Period Performance Date**”). The Subaward Period Performance Date may be modified only by another written agreement signed by both parties.

(2) In carrying out the Project Activities, the Subrecipient shall attempt to follow the schedule in subsection 1.(c)(3), below. Subject to the limitation in subsection 1.(c)(1), above, the Subrecipient may submit email requests for changes to the schedule subsection 1.(c)(3), below, to the City, which the City may approve or deny in its sole discretion.

(3) **Schedule.**

Project Activity	Milestone	CY 2024				CY 2025				CY 2026				CY 2027												
		A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
Project Administration																										
	Execute Grant Agreement																									
	Performance measurement monitoring and reporting																									
	Monthly meetings with EPA Regional Project Officer																									
	Semi-annual progress reports																									
	Project closure																									
Residential Resilience																										
	Habitat / SMUD / City identify homes for residential upgrades																									
	Outdoor water conservation / river-friendly landscaping upgrades																									
	Referrals to Leak Free Sacramento																									
	Trees planted at homes receiving upgrades																									
	Education provided to residents who received trees																									
	Air filters installed																									
School Greening																										
	Develop school site improvement plans																									
	Educational materials developed																									
	Campus greening site improvements																									
	Volunteer tree planting events at schools																									
	Targeted outreach to residential properties along routes to schools																									
	Volunteer tree planting events at homes along routes to schools																									
	Education provided to students and families																									
Neighborhood Capacity Building																										
	Neighborhood meetings in target areas																									
	Prepare neighborhood celebration materials and resources																									
	Neighborhood celebrations: cleanup and CERT training																									
	Develop AB 617 Steering Committee Training Curriculum																									
	Conduct AB 617 Steering Committee Training Series																									
	Public outreach summary																									

D. To the extent that the City’s ability to fulfill its obligations or exercise its rights under the EJG2G grant agreement depends on the Subrecipient’s assistance, the Subrecipient shall assist the City in fulfilling its obligations or exercising its rights under the EJG2G grant agreement.

2. The Subrecipient shall attempt to achieve the following outcomes in the Project Focus Areas:

(a) Increased student and family awareness and understanding of:

- (1) Sustainability topics and actions, including water conservation, air quality issues, and City climate-related resources (like the City's Xerohome tool);
 - (2) Tree-related topics, including tree care skills, benefits of trees, urban forestry resources, and the urban heat island effect; and
 - (3) Water conservation measures that irrigate trees efficiently;
- (b) Increased number of:
- (1) Trees on school campuses;
 - (2) Outdoor spaces for school activities;
 - (3) Residents participating in tree planting or care;
 - (4) Students and families participating in efforts to address urban heat and air quality issues at their school;
- (c) Increased usage of:
- (1) Tree education curriculum in schools;
 - (2) City Department of Utilities' river-friendly landscape (RFL) rebates;
- (d) Decreased water usage.
3. The Subrecipient shall evaluate and report the efficacy of the Project at achieving the outcomes identified in Section 2, above.

Attachment 2 Approved Budget

1. **Informal budget adjustments.** The City, in its sole discretion, may allow the Subrecipient to make budgetary changes that include line-item expenditures among direct costs, changes in key personnel, transferring or contracting out any work (excluding supplies, materials, equipment, or general support services), and making changes in third-party services for central program activities without the need for another written agreement signed by both parties, subject to the following requirements: (i) the Subrecipient shall notify, and must receive approval in writing from, the City before making any change or transfer, and (ii) the changes must not result in any change in the Authorized Activities.

2. **Payments to subrecipient.** The terms in this section are in addition to those in sections 2 and 3 of the agreement. If there is a conflict between the terms of this section and those in section 2 or 3 of the agreement, the terms of section 2 or 3 of the agreement prevail. The subrecipient is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction. The Subrecipient shall do the following:
 - (a) Submit all invoices and any attachments to apinvoices@cityofsacramento.org;
 - (b) Include all the following information with each invoice:
 - (1) Job/project name;
 - (2) City's current purchase order number;
 - (3) Subrecipient's invoice number;
 - (4) Date of invoice issuance;
 - (5) City representative identified on the purchase order;
 - (6) Subrecipient's remit address;
 - (7) Itemized description of items billed under invoice;
 - (8) Itemized description of all applicable taxes (sales, use, excise, etc.); and
 - (9) Total billed to date under agreement.
 - (c) Items must be separated into the budget categories as identified in the budget table below. Expenses should be itemized in sufficient detail to allow the City to determine the allocability and reasonableness of the expense. Invoices that do not conform to the format outlined above will be returned to Subrecipient for correction. City is not responsible for delays in payment to Subrecipient resulting from Subrecipient's failure to comply with the invoice format described above.

Sacramento Neighborhood Resilience Pilot Project


**Sacramento Neighborhood Resilience Pilot
Subaward Budget Detail - Sacramento City Unified School District (SCUSD)**

6/1/2024 to 5/31/2027		Description	
Personnel			
Position Title	Annual Salary	% of Time Per Year for 3 Years	Total (across 3 years)
			\$ -
			Total \$ -
Fringe Benefits			
Item	Rate	Total Personnel Costs	Total
			\$ -
			Total \$ -
Travel			
Item	Rate	Miles	Total
			\$ -
			Total \$ -
Equipment			
Item	Unit Cost	Quantity	Total
			\$ -
			Total \$ -
Supplies			
Item	Unit Cost	Quantity	Total
			\$ -
			Total \$ -
Contractual			
Item	Rate	Quantity	Total
Site Design / Review by Division of the State Architect / Construction Inspection	15%	269,790	\$ 40,471.00
			Site Design/Review by Division of the State Architect/Construction Inspection –15% of supplies and construction costs (\$269,790) = \$40,471
			Total \$ 40,471.00
Construction			
Item	Rate	Quantity	Total
Temporary fence	\$ 6.00	1,200	\$ 7,200.00
			Temporary fence at \$6.00/ft X 1,200 ft = \$7,200
Site surveys	\$ 3,000.00	2	\$ 6,000.00
			Site surveys at \$3,000/survey X 2 surveys = \$6,000
Clearing, Grubbing, Removing/Off-haul Turf(square foot)	\$ 0.55	22,000	\$ 12,100.00
			Clearing and grubbing (turf removal) at \$0.55/sq. ft X 22,000 sq. ft = \$12,100
Soil Preparation / Amended Topsoil	\$ 1.70	3,000	\$ 5,100.00
			Amended topsoil at \$1.70/sq. ft X 3,000 sq. ft = \$5,100
24 inch box trees	\$ 1,015.00	6	\$ 6,090.00
			24-inch box trees (plus materials and labor to install) at \$1,015/tree X 6 trees = \$6,090
Mow Strips	\$ 35.00	600	\$ 21,000.00
			Mow strips at \$35.00/sq. ft X 600 sq. ft = \$21,000
Mulch installation and landscaping fabric / tree root barrier	\$ 1.00	22,000	\$ 22,000.00
			Installation of free mulch and landscaping fabric / tree root barrier at \$1.00/sq. ft X 22,000 sq. ft = \$22,000
Site Grading	\$ 1.80	22,000	\$ 39,600.00
			Site grading at \$1.80/sq. ft X 22,000 sq. ft = \$39,600
Irrigation (square foot)	\$ 6.20	22,000	\$ 136,400.00
			Irrigation (including materials, installation, and modifications to existing system as needed) at \$6.20/sq. ft @ 22,000 sq. ft = \$136,400
Plants	\$ 50.00	100	\$ 5,000.00
			Plants (materials and installation) at \$50.00/plant X 100 plants = \$5,000
Funding Acknowledgement Sign/Banner	\$ 3,000.00	2	\$ 6,000.00
			Sign/banner at \$3,000/unit X 2 units = \$6,000
Maintenance Period (90 days)	\$ 0.15	22,000	\$ 3,300.00
			Post-installation maintenance period at \$0.15/sq. ft @ 22,000 sq. ft = \$3,300
			Total \$ 269,790.00
Other			
Item	Rate	Quantity	Total
			\$ -
			Total \$ -
SCUSD Subaward Total			\$ 310,261.00

Attachment 3

EJG2G Grant Agreement - Award Letter 98T89701

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 <p style="font-size: 1.2em; font-weight: bold; margin: 10px 0;">U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p style="font-weight: bold; margin: 0;">Cooperative Agreement</p>	GRANT NUMBER (FAIN): 98T89701 MODIFICATION NUMBER: 0 PROGRAM CODE: 52		DATE OF AWARD 04/22/2024
	TYPE OF ACTION New		MAILING DATE 04/25/2024
	PAYMENT METHOD: ASAP		ACH# 90317
	RECIPIENT TYPE: Municipal		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: City of Sacramento 915 I Street, 3rd Floor Sacramento, CA 95814 EIN: 94-6000410		PAYEE: City of Sacramento 915 I Street, 3rd Floor Sacramento, CA 95814-2614	
PROJECT MANAGER Sarah Kolarik 915 I Street 2nd Floor Sacramento, CA 95814 Email: SKolarik@cityofsacramento.org Phone: 916-808-1421		EPA PROJECT OFFICER Abdulfetah Sigal 75 Hawthorne Street, CED-4-1 San Francisco, CA 94501 Email: sigal.abdulfetah@epa.gov Phone: 415-972-3352	
		EPA GRANT SPECIALIST Norma Douglass Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: Douglass.Norma@epa.gov Phone: 415-947-4136	
PROJECT TITLE AND DESCRIPTION Inflation Reduction Act – Environmental Justice Government-to-Government See Attachment 1 for project description.			
BUDGET PERIOD 06/01/2024 - 05/31/2027	PROJECT PERIOD 06/01/2024 - 05/31/2027	TOTAL BUDGET PERIOD COST \$ 981,042.00	TOTAL PROJECT PERIOD COST \$ 981,042.00
<h3>NOTICE OF AWARD</h3> <p>Based on your Application dated 04/14/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 981,042.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 981,042.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Environmental Justice, Community Engagement & Environmental Review, CED-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer			DATE 04/22/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 981,042	\$ 981,042
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 981,042	\$ 981,042

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.312 - Environmental Justice Government-to-Government (EJG2G) Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	24124WB088	2226	BSF5	WF	000W57XK1	4183	-	-	\$ 981,042
									\$ 981,042

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 7,695
2. Fringe Benefits	\$ 1,718
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 9,500
6. Contractual	\$ 9,600
7. Construction	\$ 0
8. Other	\$ 952,529
9. Total Direct Charges	\$ 981,042
10. Indirect Costs: 0.00 % Base :See Terms and Conditions	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 981,042
12. Total Approved Assistance Amount	\$ 981,042
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 981,042
15. Total EPA Amount Awarded To Date	\$ 981,042

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA). The agreement provides funding to the City of Sacramento. Specifically, the recipient will pilot a collaborative project initiative focused on urban cooling and resiliency strategies to counter the urban heat island effect and extreme weather events in vulnerable, low-income areas. This Project leverages existing community partnerships and neighborhood electrification efforts to target holistic investments in Meadowview, Stockton Blvd, and Del Paso.

This assistance agreement provides full federal funding in the amount of \$981,042.

The activities include:

Project Administration – The activities required for project administration include executing a grant agreement with the US EPA; preparing and executing subaward partnership agreements with STF, Habitat, and SCUSD; subaward management; invoicing; and biannual grant reporting.

Residential resiliency - Habitat will work with 40+ low-income homes to install one indoor air filter and provide one portable indoor air filter per home, as well as implement turf

conversion, smart irrigation systems and river-friendly landscaping (RFL). STF will plant 2 trees at each of the 40 participating homes. SMUD will support outreach and project referrals. Sacramento County will support engagement with the unincorporated Stockton Blvd area.

School greening - SCUSD will implement outdoor water conservation efforts through turf conversion, smart irrigation systems and RFL at two schools in the district. STF will plant 30+ trees per school, engage 50+ homes near the participating schools to plant new residential trees along major walking routes in areas without a City-owned planting strip, and provide tree education to students and families. DOU will help SCUSD secure up to \$100,000 total in rebates.

Neighborhood capacity building - The City's Community Engagement Team (in OIED) will facilitate engagement and clean-up events in each community. CERT (in Fire Department) will lead intro training on disaster preparation in each community. The Air District will provide capacity-building and education with the South Sacramento/Florin AB 617 Steering Committee.

The anticipated deliverables include:

Project Administration - The deliverables from this activity will be the executed grant agreement, executed subaward partnership agreements, coordination meeting notes, and required grant invoices and reports.

Residential Resilience – Deliverables from this activity will be 40 air filters installed, up to 40 portable air filters provided, 40 front yard lawns converted from turf to river-friendly landscape, 80 trees planted, all eligible homes referred to Leak Free Sacramento (up to 40), 40 homeowners engaged one-on-one for education and instruction about long-term care and establishment of their new trees from an Arborist, and educational materials developed.

School Greening – Outdoor turf conversion, smart irrigation system and RFL installed at two schools in the district; STF plants 30 new trees per school, and 100 new residential trees along major walking

routes in areas without a city-owned planting strip; Provide tree education to students and families; STF develops an educational curriculum for SCUSD for students and adult education.

Neighborhood Capacity Building – Dissemination of project information using culturally appropriate strategies and language(s) (e.g., a combination of English, Spanish, Vietnamese, Traditional Chinese, and Simplified Chinese, as appropriate for the neighborhood). City staff will participate in a minimum of four existing community partner meetings for each target neighborhood, for a minimum of twelve neighborhood conversations in total. In addition, at least two neighborhood clean-ups will be conducted with each neighborhood, for six neighborhood clean-ups in total. At each clean-up event, the City's CERT team will partner with the Community Engagement Team, OEM, OCAS, SCUSD, and community leaders to conduct at least six disaster preparation sessions in neighborhoods for disaster resiliency and emergency preparedness, with a target of at least ten community members educated at each event for a total of at least 60 community members trained. OCAS will also work with the Air District to develop a five-part climate and air protection implementation training curriculum to equip committee members with knowledge of actions to improve air quality, and build a stronger partnership for development and implementation of a forthcoming community emission reduction plan for South Sacramento/Florin, including parts of the Meadowview neighborhood.

The expected outcomes include:

Residential Resiliency and School Greening - Increased resident awareness of water conservation, the urban heat island effect, air quality issues, and City climate-related resources (like the City's Xerohome tool). Increase in awareness of Leak Free Initiative Increased participation in Leak Free Initiative Increased resident awareness of benefits of trees Increased resident awareness of urban forestry resources. Decreased water usage, Decreased water bill costs Increased # of trees in target neighborhoods Increased # of trees on school campuses Increased tree care skills Increased household interest and pride in tree plantings and maintenance Increased outdoor space for school educational activities Increased teacher and student engagement with tree education curriculum. Increase in residents participating in tree planting / care Increase in students and families participating in efforts to address urban heat and air quality issues at their school Increased resident awareness of water conservation measures to irrigate trees more efficiently Increased usage of indoor air filters to mitigate health impact of poor air quality days Increased usage of STF's Sacramento Shade and NeighborWoods Programs in vulnerable neighborhoods Increased usage of DOU's RFL rebates and SMUD Instant Rebate Store. Neighborhood stabilization by leveraging ongoing electrification efforts to achieve holistic residential investments Scalable programs and partnerships to accelerate residential investments to achieve EJ goals Improved outdoor and indoor air quality Improved public health (associated with better air quality) School campuses achieve City tree canopy cover goal of 25% by 2030 Increase canopy cover in target neighborhoods and around schools Increased canopy coverage on walking routes to school Decrease disparity in citywide canopy coverage Decreased urban heat and ambient air temperatures Decreased heat and asthma related hospital visits due to improved air quality and reduced urban heat Progress toward Climate Action and Adaptation Plan and General Plan 2040 goals

Neighborhood Capacity Building - Distribution of emergency response materials to community based groups and vulnerable residents Increased resident awareness of air quality issues and other hazards in the community. Increased neighborhood emergency response preparedness Increased community leadership in neighborhood clean-ups Reduced neighborhood trash. Reduced localized flood risk due to trash in storm drains. Increased community clean-up capacity Development of community air quality improvement plans Higher participation by residents of Meadowview, Stockton Blvd, and Del Paso in full CERT certification and long-term planning processes Stronger neighborhood level disaster preparation.

The intended beneficiaries include:

Residents, students, families in Meadowview, Stockton Blvd and Del Paso communities, Subaward recipients (Habitat, STF, SCUSD), Partners (DOU, DPW, YPCE, SMUD, County), AB617 Steering Committee, Air District, SIWD.

1. Habitat for Humanity

Through this Project, Habitat will install one air filter per home; provide one portable air purifier per home; convert front yard turf to river-friendly landscaping (RFL); and install smart irrigation systems. The air filters improve indoor air quality and prepare homes to adapt to poor air quality days. The outdoor improvements will use water efficiently to promote the long-term health of newly planted trees (via the STF subaward) and will benefit the neighborhood at large by beautifying the streetscape and investing in community pride.

2. Sacramento Tree Foundation

As a subaward in this Pilot Project, STF will use the strategies and procedures from their NeighborWoods and Sacramento Shade programs to plant up to 2 trees at each of the 40+ homes receiving investments from Habitat, in addition to planting ~30 trees at each of 2 schools, and 12 trees at 50+ residential properties along the walking routes to schools. STF will be able to bring the partnerships and lessons learned from a \$800,000 CalFire grant for tree planting and community leadership development in North Sacramento and a \$4,000,000 contract with SMUD for residential tree planting to shade homes and reduce energy usage. Furthermore, STF will develop and implement an extensive outreach and education program that will combine educational efforts through tree-planting events, partnership with SCUSD to develop lessons and educational curriculum for teachers for student engagement, as well as more informal door-knocking and community block parties to build trust, community, and investment.

3. Sacramento City Unified School District (SCUSD)

It will collaborate on tree planting, infrastructure investments (i.e., irrigation for long-term tree health) and outdoor water conservation at two schools, thereby fostering resilient schools in line with SCUSD climate goals and providing more greenery and shade in the surrounding low-income neighborhoods.

SCUSD will provide access to school facilities, resources, and support to ensure successful Pilot Project implementation. SCUSD brings knowledge of their schools and communities; connections with students, parents, and staff; and understanding of the construction process (e.g., working with the CA Division of the State Architect) that is specific to schools.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 125) covering the period from "project/budget period start date" to **June 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **September 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "Final Report (project completed)" in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

E. Subaward(s)

The recipient's approved budget includes subaward(s). As applicable, the recipient will comply with the General Term and Condition on reporting of first tier subawards to www.fsr.gov per "Reporting Subawards and Executive Compensation" requirement.

Programmatic Conditions

Environmental Justice Government to Government (EJG2G) Cooperative Agreement Terms and Conditions

a.PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports - Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, "how-to" sheets, communication materials, outreach materials, web tools, etc.).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every six-month period). The reporting deadlines are [12/31/2024; 06/30/2025; 12/31/2025; 06/30/2026; 12/31/2026; 06/30/2027; 12/31/2027]. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2

CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

b. EJ Grantee Workshops (Virtual and/or In-Person)

All recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their grants and/or cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar technology that can be accessed via personal computer. A conference call line will be available for any recipient who doesn't have the technical capability (i.e., slow internet connection) to access the webinar.

Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will come together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized official to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

c. Review and Oversight

1.

1. Products - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. Monthly Calls - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. Prior Approval - Any proposed changes to the project must be submitted in writing to the EPA Project Officer for approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

d. Post-Project Period Follow-up and Engagement

For no less than one year after completion of the project, recipient agrees to periodically update its designated EPA Project Officer on current community-based and environmental justice work the recipient is performing and how/if that work relates to its now completed EJCS project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate

environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work*. The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be at the discretion of the designated EPA Project Officer and will be discussed with the recipient before the end of the project period. Recipients are also encouraged to continue providing updates and engaging with their EPA Project Officers beyond the additional year after the end of the project.

*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding.

e. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients

- a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- b. (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

f. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer

may include:

1. monthly telephone calls and other monitoring,
2. reviewing project phases and providing approval to continue to the next phase,
3. reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
4. approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend, or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy),
5. reviewing and commenting on the programmatic progress reports,
6. consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend, or direct the recipient to select any individual),
7. joint operational involvement, participation, and/or collaboration between EPA and the recipient.

g. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Sacramento [or Subrecipient] received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

h. Procurement

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance> Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

i. Paperwork Reduction Act

The scope of work for this cooperative agreement includes a survey or other information collection of identical information from 10 or more parties. As provided by 5 CFR 1320.3(d), EPA is a sponsor of the information collection for purposes of obtaining approval from the Office of Management and Budget for collecting information. The recipient agrees to assist EPA in complying with OMB procedures at 5 CFR Part 1320 for obtaining Information Collection Request authorization. The recipient may not collect information until EPA obtains OMB approval.

j. Conditional Award—Execution of Subaward to Implement Qualifying Community-based Nonprofit Organization (CBO) Partnership Agreement

In order to demonstrate eligibility for EPA's **Environmental Justice Government-to-Government (EJG2) Program**, City of Sacramento submitted a Partnership Agreement to EPA that did not include a binding subaward agreement between the recipient and Habitat for Humanity and Sacramento Tree Foundation and Sacramento City Unified School District due to the recipient's local policies and laws that restrict the recipient from entering into subaward agreements prior to receipt of a Notice of Award. The recipient may not draw down funds for this award until the subaward with the subrecipient is executed through a written subaward agreement that is consistent with the requirements in 2 CFR 200.332(a). The recipient may refer to Appendix D of the EPA Subaward Policy for additional guidance. Once the subaward agreement with the subrecipient is executed and submitted to EPA's Project Officer, the EPA Grants Management Officer or the EPA Award Official will issue written notification that this condition has been satisfied and that the recipient is authorized to draw down EJG2G funds in accordance with the standards described in the EPA General Term and Condition *Automated Standard Application Payments (ASAP) and Proper Payment Draw Down*.

END OF DOCUMENT

Attachment 4
US EPA General Terms and Conditions

Environmental Protection Agency
General Terms and Conditions
Effective October 1, 2023

Revision History:

The Environmental Protection Agency’s General Terms and Conditions ***are published and become effective October 1st at the start of the federal fiscal year.*** Any additions, revisions, or changes to the terms and conditions after October 1 will be summarized below.

T&C Number	Effective Date	Description of Changes
#48	October 23, 2023	Implements new Office of Management and Budget (OMB) guidance on the Buy America preference for infrastructure projects.

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Preface

1. Introduction

- (a) The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.339 and 200.340.
- (b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1 Effective Date and Incremental or Supplemental Funding. Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 2 CFR 200.1) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR Parts 200 and 1500).

3. Termination

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

- (a) If a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or

- (b) If the award no longer effectuates the program goals or agency priorities. Situations in which EPA may terminate an award under this provision include when:
- i. EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;
 - ii. EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;
 - iii. EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

Financial Information

4. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See [2 CFR 1500.9](#).

5. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down

Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

- EPA grants a recipient-specific exception;
- The assistance program has received a waiver from this requirement;
- The recipient is exempt from this requirement under [31 CFR 208.4](#); or,
- The recipient is a fellowship recipient pursuant to [40 CFR Part 46](#).

EPA will not make payments to recipients until the ASAP enrollment requirement is met unless the recipients fall under one of the above categories. Recipients may request exceptions using the procedures below but only EPA programs may obtain waivers. To enroll in ASAP, complete the ASAP Initiate Enrollment Form located at: <https://www.epa.gov/financial/forms> and email it to rtpec-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27711

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA

Research Triangle Park Finance Center (RTPFC), at rtpfc-grants@epa.gov or 919-541-5347, or by visiting: <https://www.fiscal.treasury.gov/asap/>.

EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in [RAIN-2018-G06-R](#).

Proper Payment Drawdown (for recipients other than states)

- (a) As required by [2 CFR 200.305\(b\)](#), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.
- (b) Recipients may not retain more than 5% of the amount drawn down, or \$1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within 15 business days of draw down or be returned to EPA.
- (c) If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. Recipients must comply with the requirements at [2 CFR 200.305\(b\)\(8\) and \(9\)](#) regarding depositing advances of Federal funds in interest bearing accounts.
- (d) Returning Funds: [Pay.gov](#) is the preferred mechanism to return funds. It is free, secure, paperless, expedient, and does not require the recipient/vendor to create an account. Contact RTPFC-Grants at rtpfc-grants@epa.gov to obtain complete instructions. Additional information is available at the [Pay.gov website](#). Information on how to repay EPA via check is available at <https://www.epa.gov/financial/makepayment>. Instructions on how to return funds to EPA electronically via ASAP are available at <https://www.fiscal.treasury.gov/asap/>.
- (e) Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under 2 CFR 200.208 and/or 2 CFR 200.339.
- (f) If the recipient believes that there are extraordinary circumstances that prevent it from complying with the 5-business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in [RAIN-2018-G06-R](#). EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue

administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Proper Payment Drawdown for State Recipients

In accordance with [2 CFR 200.305\(a\)](#), payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified [at 31 CFR Part 205, Subparts A and B](#) and [Treasury Financial Manual \(TFM\) 4A-2000, "Overall Disbursing Rules for All Federal Agencies"](#) unless a program specific regulation (e.g. 40 CFR 35.3160 or 40 CFR 35.3560) provides otherwise. Pursuant to 31 CFR Part 205, [Subpart A—Rules Applicable to Federal Assistance Programs Included in a Treasury-State Agreement](#), States follow their Treasury-State CMIA Agreement for major Federal programs listed in the agreement. For those programs not listed as major in the Treasury-State agreement, the State follows the default procedures in 31 CFR Part 205, [Subpart B—Rules Applicable to Federal Assistance Programs Not Included in a Treasury-State Agreement](#), which directs State recipients to draw-down and disburse Federal financial assistance funds in anticipation of immediate cash needs of the State for work under the award. States must comply with [2 CFR 200.302\(a\)](#) in reconciling costs incurred and charged to EPA financial assistance agreements at time of close out unless a program specific regulation provides otherwise.

Selected Items of Cost

6. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (b) Telecommunications or video surveillance services provided by such entities or using such equipment.

- (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- (a) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

7. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's [Fact Sheet: How to Compute Rates of Pay](#) and [Fact Sheet: Expert and Consultant Pay](#). Specifically, to determine the maximum daily rate, follow these steps:

- (1) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85).
- (2) Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See

8. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the [EPA Subaward Policy](#).

As a pass-through entity, the recipient agrees to:

- 1) Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.331 and EPA's supplemental guidance in [Appendix A](#) of the [EPA Subaward Policy](#).
 - (a) For-profit organizations under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA- approved budget and work plan for this agreement contain a precise description of such subawards.
 - (b) Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as provided in [2 CFR 200.1 Participant support costs](#), [2 CFR 200.1 Subaward](#), and EPA's [Guidance on Participant Support Costs](#).
 - (c) Subsidies, rebates and similar payments to participants in EPA funded programs to encourage environmental stewardship are also classified as *Participant support costs* as provided in 2 CFR 1500.1 and EPA's [Guidance on Participant Support Costs](#).
- 2) Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(a). EPA has developed a template for subaward agreements that is available in [Appendix D](#) of the [EPA Subaward Policy](#).
- 3) Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier (UEI)." The UEI is required by [2 CFR Part 25](#) and [2 CFR 200.332\(a\)\(1\)](#). Subrecipients are not required to complete full System for Award Management (SAM) registration to obtain a UEI. Information regarding obtaining a UEI is available at the SAM Internet site: <https://www.sam.gov/SAM/> and in EPA's General Term and Condition "**System for Award Management and Universal Identifier Requirements**" of the pass-through entity's agreement with the EPA.
- 4) Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:
 - (a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
 - (b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"
 - (c) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"

- (d) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"
- (e) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

- 5) Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.
- 6) Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.332(b) and document the evaluation. Risk factors may include:
 - (a) Prior experience with same or similar subawards
 - (b) Results of previous audits;
 - (c) Whether new or substantially changed personnel or systems, and;
 - (d) Extent and results of Federal awarding agency or the pass-through entity's monitoring
- 7) Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.332(c). Examples of additional requirements authorized by 2 CFR 200.208 include:
 - (a) Requiring payments as reimbursements rather than advance payments;
 - (b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - (c) Requiring additional, more detailed financial reports;
 - (d) Requiring additional project monitoring;
 - (e) Requiring the non-Federal entity to obtain technical or management assistance, and
 - (f) Establishing additional prior approvals
- 8) Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.332(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.
- 9) Establish and maintain an accounting system which ensures compliance with the \$25,000 limitation at 2 CFR 200.1, Modified Total Direct Costs, if applicable, on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.
- 10) Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

- 11) Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with [2 CFR 200.308](#).
- 12) Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.
- 13) Establish and follow written procedures under [2 CFR 200.302\(b\)\(7\)](#) for determining that subaward costs are allowable in accordance with [2 CFR Part 200, Subpart E](#) and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.
- 14) Establish and maintain a system under [2 CFR 200.332\(d\)\(3\)](#) and [2 CFR 200.521](#) for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.
- 15) As provided in 2 CFR 200.333, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 14 above or will refrain from making subawards until the systems are designed and implemented.

9. Management Fees

Management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. Federal Employees Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved

budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g., for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

13. Union Organizing

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

Reporting and Additional Post-Award Requirements

14. System for Award Management and Universal Identifier Requirements

- 14.1 Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.
- 14.2 Requirement for Unique Entity Identifier.** If the recipient is authorized to make subawards under this award, the recipient:
- a. Must notify potential subrecipients that no entity (see definition in paragraph 14.3 of this award term) may receive a subaward unless the entity has provided its Unique Entity Identifier.
 - b. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.
- 14.3 Definitions.** For the Purpose of this award term:
- a. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site: <https://www.sam.gov/SAM/>.

- b. **Unique Entity Identifier** means the identifier assigned by SAM to uniquely identify business entities
- c. **Entity** includes non-Federal entities as defined as 2 CFR 200.1 and also includes all of the following:
 - 14.3.c.1. A foreign organization;
 - 14.3.c.2. A foreign public entity;
 - 14.3.c.3. A domestic for-profit organization; and
 - 14.3.c.4. A domestic or foreign for-profit organization; and
 - 14.3.c.5. A Federal agency.
- d. **Subaward** is defined at 2 CFR 200.1
- e. **Subrecipient** is defined at 2 CFR 200.1

15. Reporting Subawards and Executive Compensation

15.1 Reporting of first-tier subawards.

- a. **Applicability.** Unless the recipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report each action that obligates \$30,000 or more in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph 15.5 of this award term).
- b. **Where and When to Report.** (1) The recipient must report each obligating action described in paragraph 15.1.a of this award term to www.fsrs.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)
- c. **What to Report.** The recipient must report the information about each obligating action as described in the submission instructions available at: <http://www.fsrs.gov>.

15.2 Reporting Total Compensation of Recipient Executives.

- a. **Applicability and What to Report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:
 - 15.2.a.1. The total Federal funding authorized to date under this award is \$30,000 or more;
 - 15.2.a.2. In the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 15.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section

13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.)

- b. Where and When to Report.** The recipient must report executive total compensation described in paragraph 15.2.a of this award term: (i.) As part of the registration System for Award Management profile available at <https://www.sam.gov/SAM/> (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

15.3 Reporting Total Compensation of Subrecipient Executives.

- a. Applicability and What to Report.** Unless exempt as provided in paragraph 15.4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

15.3.a.1. In the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

15.3.a.2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.)

- b. Where and When to Report.** The recipient must report subrecipient executive total compensation described in paragraph 15.3.a. of this award term:

15.3.b.1. To the recipient.

15.3.b.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

15.4 Exemptions

- a.** If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

15.4.a.1. (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

15.5 **Definitions.** For purposes of this award term:

- a. **Federal Agency** means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C 552(f).
- b. **Non-Federal entity** means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; and (iv.) A domestic or foreign for-profit organization.
- c. **Executive** means officers, managing partners, or any other employees in management positions.
- d. **Subaward:**
 - 15.5.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - 15.5.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - 15.5.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.
- e. **Subrecipient** means a non-Federal entity or Federal agency that:
 - 15.5.e.1. Receives a subaward from the recipient under this award; and
 - 15.5.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.
- f. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - 15.5.f.1. Salary and bonus.
 - 15.5.f.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 15.5.f.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 15.5.f.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

15.5.f.5. Above-market earnings on deferred compensation which is not tax-qualified.

15.5.f.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

16. Recipient Integrity and Performance Matters – Reporting of Matters Related to Recipient Integrity and Performance

16.1 General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the responsibility/qualification information) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

16.2 Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - 16.2.c.1.** A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 16.2.c.2.** A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 16.2.c.3.** An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 16.2.c.4.** Any other criminal, civil, or administrative proceeding if:
 - 16.2.c.4.1.** It could have led to an outcome described in paragraph 16.2.c.1, 16.2.c.2, or 16.2.c.3 of this award term and condition;
 - 16.2.c.4.2.** It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

16.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

16.3 Reporting Procedures

Enter in SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

16.4 Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 16.1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

16.5 Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes –
 - 16.5.c.1.** Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 16.5.c.2.** The value of all expected funding increments under a Federal award and options, even if not yet exercised.

17. Federal Financial Reporting (FFR)

Pursuant to 2 CFR 200.328 and 2 CFR 200.344, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying

greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 calendar days after the end of each specified reporting period for quarterly and semi-annual reports and 90 calendar days for annual reports. Final reports are due no later than 120 calendar days after the end date of the period of performance of the award. Extension of reporting due dates may be approved by EPA when requested and justified by the recipient. The FFR form is available on the internet at: <https://www.epa.gov/grants/sf-425-federal-financial-report>. All FFRs must be submitted to the Research Triangle Park Finance Center (RTPFC) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The RTPFC will make adjustments as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

18. Indirect Cost Rate Agreements

This term and condition provides requirements for recipients using EPA funds for indirect costs and applies to all EPA assistance agreements unless there are statutory or regulatory limits on IDCs. See also EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements (IDC Policy).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
 - Provisional
 - Final
 - Fixed rate with carry-forward
 - Predetermined
 - 10% *de minimis* rate of modified total direct costs authorized by 2 CFR 200.414(f)
 - EPA-approved use of an expired fixed rate with carry-forward on an exception basis, as detailed in section 6.4.a. of the IDC Policy
- "Exempt" state of local governmental departments or agencies are agencies that receive up to and including \$35,000,000 in Federal funding per the department or agency's fiscal year, and must have an IDC rate proposal developed in accordance with 2 CFR Part 200, Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate in place at the time of award for the life of the assistance agreement (unless the rate was provisional at time of award, in which

case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term “life of the assistance agreement”, means each competitive segment of the project. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs if they have submitted a proposed IDC rate to their cognizant Federal agency or requested an exception from EPA under subsection 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred.

This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with 2 CFR 200.332(a)(4)(i) and (ii) when establishing indirect cost rates for subawards.

19. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year for that year.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient’s fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package **MUST** be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facides.census.gov/>.

For complete information on how to accomplish the single audit submissions, the recipient will need to visit the Federal Audit Clearinghouse Web site: <https://facweb.census.gov/>

20. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: <https://www.epa.gov/grants/frequent-questions-about-closeouts>

21. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose

the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

22. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A “corporation” is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or

debarment of the corporation based on tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340, and may also pursue suspension and debarment.

23. Disclosing Conflict of Interest

23.1 For Award to Non-Federal Entities and Individuals (other than states and fellowship recipients under 40 CFR Part 46)

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

23.2 For Awards to States Including State Universities that are State Agencies or Instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.1. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States

must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

24. Transfer of Funds

24.1 Transfer of Funds

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at \$250,000 but the amount is subject to adjustment.

- (1) As provided at 2 CFR 200.308(f), the recipient must obtain prior approval from EPA's Grants Management Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.
- (2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Prior approval by EPA's Grant Management Officer is required if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

24.2 Post-Award Changes for Continuing Environmental Program Grants

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold.

Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at \$250,000 but the amount is subject to adjustment.

To determine if a post-award change in work plan commitments is significant and requires prior written approval for the purposes of [40 CFR §35.114\(a\)](#) or [40 CFR §35.514\(a\)](#), the recipient agrees to consult the EPA Project Officer (PO) before making the change. The term work plan commitments is defined at [40 CFR §35.102](#). If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official or Grants Management Officer.

The recipient must obtain written approval from the EPA Award Official prior to transferring funds from one budget category to another if the EPA Award Official determines that such transfer significantly changes work plan commitment(s). All transfers must be reported in required performance reports. In addition, unless approved with the budget at the time of award, Continuing Environmental Program (CEP) recipients must also obtain prior written approval from the EPA Award Official or Grants Management Officer to use EPA funds for directly charging compensation for administrative and clerical personnel under 2 CFR 200.413(c) and the General Provisions for Selected Items of Cost allowability at 2 CFR 200.420 through 200.476 as supplemented by [EPA's Guidance on Selected Items of Cost](#). The recipient is not required to obtain prior written approval from the EPA Award Official for other items requiring prior EPA approval listed in [2 CFR §§ 200.407](#).

25. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)

Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g., 18 U.S.C. 1001).

26. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under [2 CFR 200.308\(e\)\(2\)](#). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

27. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

The following text provides updates to 40 CFR, Part 33 based upon the associated class exception or highlights a requirement.

1) EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.4(b).

2) SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: [40 CFR Section 33.301 \(a\)-\(f\)](#).

However, in EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts ([40 CFR Section 33.304](#)). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

3) CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of [40 CFR Section 33.302 \(a\)-\(d\) and \(i\)](#).

4) BIDDERS LIST, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

5) FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

In June 2023, EPA reinstated the requirements under 40 CFR, Part 33, Subpart D. Unless the recipient is exempted from these requirements as outlined in 40 CFR 33.411, the recipient agrees to submit fair share objectives for EPA approval within 120 days of acceptance of this award, and, once approved, apply them to procurements under this award in accordance with Subpart D. See [RAIN-2023-G02](#) for information on EPA's reinstatement of the fair share objectives.

6) MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) (currently, \$250,000 however the threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Annual reports are due by October 30th of each year. Final reports are due 120 days after the end of the project period.

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502

7) MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E

The recipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E including creating and maintain a bidders list, when required. Any document created as a record to demonstrate compliance with any requirements of 40 CFR, Part 33 must be maintained pursuant to the requirements stated in this Subpart.

Programmatic General Terms and Conditions

28. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

29. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data, or
- Termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

30. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <https://www.nist.gov/iedison>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <https://www.nist.gov/iedison>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

31. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.”

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at:

<https://www.nsf.gov/awards/managing/rtc.jsp>. In accordance with the [Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards \(Uniform Guidance\), 2 CFR §200](#), recipients of EPA ORD research must abide by the research T&Cs.

32. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 (see <https://www.access-board.gov/about/policy/accessibility.html>).

33. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

34. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional information about the Principles, the recipient should consult the *Guide for the Care and Use of Laboratory Animals*, prepared by the Institute of Laboratory Animal Resources, National Research Council.

35. Light Refreshments and/or Meals

(a) APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s)
- (2) A description of the purpose, agenda, location, length, and timing for the event, and
- (3) An estimated number of participants in the event and a description of their roles

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

(b) FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening

working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

36. Tangible Personal Property

36.1 Reporting pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

36.2 Disposition

36.2.1. Most Recipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.2. State Agencies. Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

36.2.3. Superfund Recipients. Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

37. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with [EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern](#) (EPA DURC Order) and [United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern \(iDURC Policy\)](#). If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of

the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* *"Life Sciences Research,"* for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

38. Research Misconduct

In accordance with 2 CFR 200.329, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

- (1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
 - A. Public health or safety is at risk
 - B. Agency resources or interests are threatened
 - C. Circumstances where research activities should be suspended
 - D. There is a reasonable indication of possible violations of civil or criminal law
 - E. Federal action is required to protect the interests of those involved in the investigation
 - F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved
 - G. Circumstances where the research community or public should be informed. [65 FR 76263.III]
- (2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

39. Scientific Integrity Terms and Conditions

The recipient agrees to comply with [EPA's Scientific Integrity Policy](#) when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

39.1 Scientific Products

39.1.1. Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA [information quality guidelines, quality policy](#), and peer review policy.

39.1.2. Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

39.1.3. Adhere to [EPA's Peer Review Handbook, 4th Edition](#), for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

39.2 Scientific Findings

39.2.1. Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

39.2.2. Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.

39.2.3. Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

39.2.4. Document the use of independent validation of scientific methods.

39.2.5. Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

39.2.6. Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

39.3 Scientific Misconduct

39.3.1. Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

39.3.2. Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

39.3.3. Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in [EPA's Policy and Procedures for Addressing Research Misconduct](#), Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the

ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

39.3.4. Take the actions required on the part of the recipient described in EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

39.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: <https://youtu.be/FQJCy8BXXq8>. A training video is available at: <https://youtu.be/Zc0T7fooot8>.

40. Post-Award Disclosure of Current and Pending Support on Research Grants

The recipient is required to notify EPA if there has been a change in support for the principal investigator and/or major co-investigators listed on EPA Key Contacts Form, EPA Form 5700-54, since submission of its application or the last reporting period in the performance report. If there has been a change, the recipient must report the change within 30 calendar days to the EPA Project Officer. The information should also be included in the next due performance report. EPA may consult with the Principal Investigator and the Authorized Representative, to determine the impact of the new information on the EPA-funded research grant and, where necessary, take appropriate action.

If the recipient discovers that an investigator on an active EPA research grant failed to disclose current and pending support information or provided inaccurate information as part of the proposal submission process, it must provide the revised current and pending support information to the EPA Project Officer within 30 calendar days of the identification of the undisclosed or inaccurate current and pending support information.

Public Policy Requirements

41. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in Sam.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

(a) Statutory Requirements

- i. In carrying out this agreement, the recipient must comply with:

- 1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - 2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - 3) The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- ii. If the recipient is an education program or activity (e.g., school, college, or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
- 1) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and <https://www.justice.gov/crt/title-ix>
- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
- 1) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

(b) Regulatory Requirements

- i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
- 1) For Title IX obligations, 40 C.F.R. Part 5; and
 - 2) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
 - 3) For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
 - 4) As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

(c) TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>.
- ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance

Recipients Administering Environmental Permitting Programs. The Guidance can be found at: <https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>.

- iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

42. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title [2 CFR Part 1536 Subpart E](#). Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

43. Hotel-Motel Fire Safety

Pursuant to USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

44. Lobbying Restrictions

a) This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.

- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
 - iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - v. By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.
- b) Applicable to assistance agreements when the amount of the award is over \$100,000:**
- i. By accepting this award, the recipient certifies, to the best of its knowledge and belief that:
 - 1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked [Standard Form -- LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
 - 3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - ii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

45. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

46. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

47. Trafficking in Persons

a) Provisions applicable to a recipient that is a private entity.

- i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not –
 - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in performance of the award or subawards under the award.
- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity –
 - 1) Is determined to have violated a prohibition in paragraph a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non- procurement)," as implemented by our Agency at 2 CFR Part 1532.

- ##### **b) Provision applicable to a recipient other than a private entity.** EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

- i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR Part 1532.

c) Provisions applicable to any recipient

- i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a and b:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d) Definitions. For purposes of this award term:

- i. "Employee" means either:
 - 1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iii. "Private Entity"
 - 1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - 2) Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization
- iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

48. Build America, Buy America – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (effective October 23, 2023, and forward)

Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1)** All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2)** All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3)** All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When supported by rationale provided in IJA §70914, the recipient may submit a waiver request in writing to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the [EPA Build America, Buy America website](#).

EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

For questions regarding the Build America, Buy America Act requirements for this assistance agreement or to determine if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

Definitions. For legal definitions and sourcing requirements, the recipient must consult the [EPA Build America, Buy America website](#), [2 CFR Part 184](#), and the [Office of Management and Budget's \(OMB\) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

49. Required Certifications and Consequences of Fraud

Per [2 CFR 200.415\(a\)](#) Required Certifications, to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the financial reports or vouchers requesting payment under the agreement will include a certification that must be signed by an official who is authorized to legally bind the recipient which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

50. Reporting Waste, Fraud and Abuse

Consistent [2 CFR 200.113](#), the recipient and any subrecipients must report, in a timely manner, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award to the EPA Project Officer and the [EPA Office of Inspector General \(OIG\) Hotline](#). The

methods to contact the OIG hotline are (1) online submission via the [EPA OIG Hotline Complaint Form](#); (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be [downloaded or printed](#) or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

51. Whistleblower Protections

This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 providing that an employee of the recipient or a subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. These covered persons or bodies include:

- a. A member of Congress or representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court of grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the [EPA Office of Inspector General's Whistleblower Protection page](#).

52. Access to Records

In accordance with [2 CFR 200.337](#), EPA and the EPA Office of Inspector General (OIG) have the right to access any documents, papers, or other records, including electronic records, of the recipient and subrecipient which are pertinent to this award in order to make audits, examinations, excerpts, and

transcripts. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained.

Attachment 5

US EPA Subaward Policy

Please see [RAIN-2018-G04-R1](#) for details regarding changes to this GPI effective September 28, 2021.

Please see [RAIN-2018-G03-R](#) for details regarding changes to this GPI effective November 12, 2020.

Amended Grants Policy Issuance (GPI) 16-01

EPA Subaward Policy

1.0 Purpose

(a) This policy establishes the requirements and procedures for Grants Management Offices and Program Offices in making determinations regarding subrecipient eligibility, overseeing pass-through entity monitoring and management of subawards, and authorizing fixed amount subawards under 2 CFR 200.331, 200.332, and 200.333 (“the applicable regulations”). This policy supersedes [EPA’s previous Subaward Policy contained in Part 2, Section 01 of EPA’s Assistance Administration Manual](#).

(b) In order to effectively implement the EPA Subaward Policy, it is important at the outset for EPA personnel as well as pass-through entities to understand the difference between subawards and procurement contracts since the rules for these two types of transactions are different.

(1) Pass-through entities make subawards to other organizations to carry out a portion of the Federal award under terms that establish a financial assistance relationship to accomplish a public purpose that is authorized under a Federal program. Subrecipients only receive reimbursement for their actual direct or approved indirect costs such that they do not “profit” from the transaction and subrecipients are subject to the same Federal requirements as the pass-through entity. There is no requirement in the applicable regulations for pass-through entities to compete subawards.

(2) In contrast, procurement contractors (including individual consultants) typically provide goods and services on commercial terms, operate in a competitive environment and a reasonable profit is allowable. Additional guidance is available in Section 7.0 and [Appendix A: Distinctions Between Subrecipients and Contractors](#) of this policy. The [Procurement Standards of 2 CFR Part 200](#) include competition requirements.

(c) A pass-through entity may use the term ‘contract’ to characterize a subaward arrangement. Therefore, it is important to examine the substance of the agreement using the characteristics discussed in 2 CFR 200.331 and [Appendix A: Distinctions Between Subrecipients and Contractors](#) of this policy to determine if the transaction is a subaward or a procurement contract.

2.0 Applicability and Effective Date

EPA’s Subaward Policy applies to financial assistance agreements and incremental or supplemental funding amendments awarded to pass-through entities on or after March 29, 2016. The revision effective November 12, 2020, supersedes all prior versions of the Subaward Policy.

The Subaward Policy does not apply to collaborative relationships, including those documented in a written agreement, between recipients and third parties that do not involve the transfer of assistance funds or property purchased with assistance funds.

The Subaward Policy does not apply to financial assistance agreements for the capitalization of revolving loan funds (RLF). Requirements for RLF recipients and borrowers are addressed in more detail in 2 CFR Part 1500, national program guidance for EPA RLF programs or the terms and conditions of RLF assistance agreements. The Agency may apply the Subaward Policy, or selected provisions of it, to other financial assistance agreements with the consent of the pass-through entity.

3.0 Definitions

For purposes of this Subaward Policy, the following terms are defined at 2 CFR 200.1:

Contractor

Federal Award

Federal Financial Assistance

Fixed Amount Awards

Indian Tribe

Institutions of Higher Education

Local Government

Modified Total Direct Costs

Non-Federal Entity

Nonprofit Organization

Obligations

State

Contract. Defined at 2 CFR 200.1. A contract does not include a Federal award or subaward.

Individual: A natural person.

Pass-through entity: This term is defined at 2 CFR 200.1 and refers to a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient: This term is defined at 2 CFR 200.1 and does not include subrecipients. For the purposes of this Subaward Policy the term “Recipient” also includes individuals who receive awards under EPA statutes authorizing direct Federal financial assistance to individuals other than fellowship recipients under 40 CFR Part 46.

Simplified Acquisition Threshold: This term is defined at 2 CFR 200.1.

As of the date of the issuance of the Subaward Policy the Simplified Acquisition Threshold is \$250,000. This amount is periodically adjusted for inflation and the revised threshold is published in the Federal Acquisition Regulation at 48 CFR 2.1 (Definitions).

Subaward: This term is defined at 2 CFR 200.1.

Subawards do not include payments to contractors (including consultants) or to program beneficiaries such as trainees, interns, fellows and subsidy or rebate program participants. Subawards may include loans, loan guarantees, interest subsidies and principal forgiveness, purchases of insurance or similar transactions entered into with borrowers by recipients of RLF capitalization agreements. Requirements for RLF pass-through entities and borrowers for complying with the Uniform Grant Guidance (UGG)

provisions relating to subawards are described in [2 CFR Part 1500](#), national program guidance for EPA RLF programs or the terms and conditions of the RLF agreements rather than this Subaward Policy.

Subrecipient: This term is defined at [2 CFR 200.1](#).

For the purpose of this Subaward Policy “subrecipient” includes both Federal and non-Federal entities and individuals (who are not program beneficiaries) who are eligible for subawards to the extent consistent with the authorizing statutes and regulations, [2 CFR Part 180, Office of Management and Budget \(OMB\) Guidance to Agencies on Governmentwide Debarment and Suspension \(Nonprocurement\)](#) and [2 CFR Part 1532](#), EPA’s Nonprocurement Suspension and Debarment regulation.

4.0 Background

EPA’s Subaward Policy implements regulatory requirements and addresses recommendations from Office of Inspector General (OIG) audits of assistance agreements containing subawards.

- (a) The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Grant Guidance or UGG) codifies standards for distinguishing between subawards and contracts at [2 CFR 200.331](#) and this Subaward Policy provides additional guidance consistent with that regulation.
- (b) Under [2 CFR 200.332](#), pass-through entities must include a number of provisions in subaward agreements and implement effective systems to monitor and guide subrecipient performance; this Subaward Policy provides guidance on how EPA will oversee compliance with those requirements.
- (c) The OIG has recommended that EPA enhance its oversight of pass-through entities to ensure that subawards are used in appropriate circumstances, costs are reasonable and that pass-through entities effectively monitor subrecipient performance. This Subaward Policy includes provisions that respond to the OIG’s recommendations.

5.0 General Principles

It is EPA policy that subawards under Agency assistance agreements be properly awarded, managed and monitored in compliance with the applicable regulations and in a manner that promotes accountability while minimizing burdens on pass-through entities and EPA staff. The Agency will appropriately oversee pass-through entities on a pre-award and post-award basis. This includes ensuring that:

- (a) Agency personnel identify pass-through entities during pre-award cost reviews or post-award requests to make subawards under [2 CFR 200.308\(c\)\(1\)\(vi\)](#) and advise pass-through entities to have adequate systems in place to comply with [2 CFR 200.331](#), [2 CFR 200.332](#) and section 9.0 of this Subaward Policy during post-award monitoring.
- (b) Pass-through entities effectively monitor the performance of subrecipients.
- (c) Pass-through entities do not use subawards to transfer or delegate their responsibility for successful completion of their EPA assistance agreement.
- (d) Financial assistance awards to pass-through entities do not circumvent the requirements of [EPA](#).

[Order 5700.5A1, Policy for Competition of Assistance Agreements](#) (02/06/2014) (“EPA’s Competition Policy”).

(e) EPA personnel do not direct, recommend or suggest that pass-through entities make subawards to particular organization(s) except to the extent allowed under section 10.0(b) of this Subaward Policy.

6.0. National Term and Condition.

EPA has established a [National Term and Condition for Subawards](#) for all assistance agreements, which is located in [Appendix B](#) of this policy.

7.0 Eligibility for Subawards.

(a) Generally, unless prohibited or limited by statute, a non-Federal entity or individual is eligible to receive a subaward even if it is not eligible to receive an assistance agreement from EPA directly as long as the subaward is consistent with applicable regulations, policies, and EPA guidance. Federally Funded Research and Development Centers are eligible subrecipients provided the substance of the transaction is consistent with the guidance at 2 CFR 200.331 and [Appendix A: Distinctions Between Subrecipients and Contractors](#).

(b) As provided in [2 CFR Part 25, Appendix A](#), Federal agencies are subrecipients for the purposes of the System for Award Management and Universal Identifier Requirements when they receive “subawards” from pass-through entities. Federal agencies may also be subrecipients for the purposes of 2 CFR Part 200 as indicated in the definition of *Subrecipient* in [2 CFR 200.1](#). Nonetheless, Federal agencies must have statutory authority to provide services to non-Federal entities on a reimbursable basis or otherwise receive and use funds from non-Federal entities under subawards. Examples of statutes available to all Federal agencies for receipt and use of EPA financial assistance funds are the Intergovernmental Cooperation Act for services to state and local governments, the Federal Technology Transfer Act for Cooperative Research and Development and Agreements, and the Omnibus Territories Act for reimbursable services agreements with U.S. Territories.

(c) For-profit organizations and individual consultants, with very few exceptions, are contractors rather than subrecipients under the standards in 2 CFR 200.331 and EPA’s guidance; they are typically ineligible for subawards from pass-through entities. As provided in the [National Term and Condition for Subawards](#), EPA’s Award Official must approve subawards to these entities on the basis of either precise descriptions of the subawards in the EPA approved budget and work plan or on a transaction by transaction basis. See [Appendix A: Distinctions Between Subrecipients and Contractors](#) for additional guidance.

(d) Nonprofit organizations exempt from taxation under section [501\(c\)\(4\) of the Internal Revenue Code](#) that engage in lobbying activities are ineligible for EPA subawards based on the Agency’s policy for interpreting the [Lobbying Disclosure Act, 2 U.S.C. 1611](#).

(e) EPA program office staff should ensure that pass-through entities are aware of limitations on subrecipient eligibility contained in statutes or regulations. EPA program offices may communicate

applicable limitations to potential pass-through entities in announcements for competitive awards, program guidance for continuing environmental program grants or other noncompetitive awards, and programmatic terms and conditions.

(f) In consultation with OGD's National Policy, Training and Compliance Division and the Office of General Counsel or Office of Regional Counsel, as appropriate, Program offices may establish policies limiting eligibility for subawards to the extent permitted by statute or regulation. EPA program offices must communicate applicable policies to potential pass-through entities in announcements for competitive awards, program guidance for continuing environmental program grants or other noncompetitive awards, and programmatic terms and conditions.

8.0 Internal Controls for EPA Oversight of Pass-Through Entity Compliance with the Applicable Regulations and EPA Subaward Policy.

This section identifies policies and procedures designed to provide internal controls that promote pass-through entity compliance with applicable regulations and this Subaward Policy.

(a) EPA policy is to require that pass-through entities include the aggregate amount for subawards in the "Other" budget category of their Standard Form (SF) 424A, "Budget Information for Non-Construction Programs" or equivalent forms for construction agreements unless OMB revises the budget categories in the SF-424A to include one for subawards.

1. Pass-through entities may erroneously place costs for subawards under the "Contractual" budget category based on practices at other agencies. As part of their pre-award cost reviews, Project Officers (PO) and Grant Specialists (GS) must review budget justifications and amounts recipients budget for "Contractual" to ensure that subaward costs are classified as "Other".
2. The amount of funding a pass-through entity estimates that it will use for subawards costs must be documented in a separate line item in the budget justification for the "Other" budget category or another provision of the work plan.

(b) If necessary, POs should work with the pass-through entity to obtain approval for international subawards as provided in section 11.0 (a) of this Subaward Policy.

(c) During pre-award review, GS must check for compliance with the \$25,000 limitation at in *Modified Total Direct Costs* as defined in 2 CFR 200.1 on including subaward costs in Modified Total Direct Cost for the purposes of distributing indirect costs.

(d) Award Officials are responsible for ensuring that all awards (including those in which the recipient has not identified subawards) contain the National Term and Condition for Subawards. Additionally, the Award Officials may highlight this term and condition in the cover letter in the Notice of Award using either the following template or similar language:

If your work plan and budget includes subawards of financial assistance (as defined in Subawards at 2 CFR 200.1 and 2 CFR 200.331), please pay particular attention to EPA's National Term and Condition for Subawards which is found in the programmatic terms and conditions for this award. By accepting this assistance agreement, your organization is certifying that it either has

systems in place to comply with the regulatory or EPA policy requirements specified in the [National Term and Condition for Subawards](#) or that it will refrain from making subawards with funding EPA provides under this agreement until the systems are designed and implemented. Also note that should your organization decide to make a subaward(s) that was not described in the work plan and budgeted for under this agreement you must obtain prior written approval from EPA's Award Official for the subaward as provided at [2 CFR 200.308\(c\)\(1\)\(vi\)](#).

(e) POs must include the [Model Programmatic Subaward Reporting Requirement](#) contained in [Appendix C](#), or a customized version of the model in the performance reporting terms and conditions for assistance agreements with pass-through entities. The reporting frequency must be the same as that for other performance reports.

1. Project Officers may customize the [Model Programmatic Subaward Reporting Requirement](#) based on programmatic information needs provided they do not create a form for the collection of identical data from 10 or more pass-through entities. Doing so may trigger the [Office of Management and Budget's Information Collection Request regulations](#). Project Officers should consult with OGC or ORC as appropriate if there are questions regarding whether an ICR is required.

2. In situations in which a recipient advises EPA after award that it intends to make subawards, the PO must request that the Award Official amend the assistance agreement to add the [Model Programmatic Subaward Reporting Requirement](#) or a customized subaward reporting term and condition when granting approval under [2 CFR 200.308\(c\)\(1\)\(vi\)](#) for the subawards.

(e) POs must review pass-through entity performance reports describing subrecipient progress towards achieving program objectives. If the pass-through entity's performance reports raise questions regarding whether a subrecipient is making adequate progress, POs should ensure that the pass-through entity considers measures such as those set forth at 2 CFR 200.332 (d)(2), (e)(1) and (2) or (h) to address the situation.

(f) POs are responsible for ensuring that, as appropriate, awards to pass-through entities include program-specific terms and conditions relating to subawards. Additionally, under cooperative agreements with pass-through entities, Program Offices may be substantially involved in subaward related activities under the terms and conditions of the agreement and POs may exercise EPA's approval rights under these T&Cs. Consistent with EPA Order 5700.1, examples of EPA substantial involvement include, but are not limited to:

1. EPA approval of or consultation on proposed subrecipients' eligibility provided the Agency does not direct, recommend, or suggest that the pass-through entity provide a subaward to a particular organization.

2. If not described in the approved work plan, EPA approval of competitive or noncompetitive procedures the pass-through entity will use to select subrecipients prior to the award of any subawards.

3. EPA participation in panels for subaward competitions to the extent permitted in section 10.0 (b) of the Subaward Policy.

4. EPA approval of the substantive terms of subawards.

(g) In situations in which EPA determines that a pass-through entity has not adequately monitored subrecipient performance, POs may participate in the pass-through entities' subaward monitoring activities if a specific award condition is added to the award pursuant to 2 CFR 200.208.

(h) As a component of post-award oversight, POs and GSs are responsible for inquiring whether pass-through entities have adequate systems in place for complying with:

1. 2 CFR 200.331, the subrecipient eligibility provisions of EPA's National Term and Condition for Subawards, and any program specific restrictions on subrecipient eligibility.

2. 2 CFR 200.332, *Requirements for pass-through entities*, as described in EPA's National Term and Condition for Subawards. A template for a subaward agreement that meets the requirements of 2 CFR 200.332(a) (a) is available at Appendix D of this Subaward Policy and may be provided to the pass-through entity subject to the limitations in Section 12 of this Subaward Policy.

The level of inquiry should be based on the PO's or GS's assessment of the pass-through entities' history of managing subaward programs as reflected in programmatic baseline and advanced monitoring reports, audit reports, and other information that has come to the POs attention. Inquiries may be made as part of programmatic or administrative base line monitoring, advance monitoring, desk reviews, discussions of progress reports with pass-through entities, or otherwise, as appropriate. Program offices may, in consultation with EPA's Office of Grants and Debarment, the Office of General Counsel and, if appropriate, Office of Regional Counsel develop program specific guidance for pass-through entities and their subrecipients on compliance with this Subaward Policy. OGD may also issue Agency-wide supplemental guidance as necessary.

9.0 Fixed Amount Subawards

(a) Under 2 CFR 200.333, EPA may allow pass-through entities to award subawards up to the simplified acquisition threshold on a fixed amount or "lump sum" basis such that the subrecipient does not account for actual costs. OGD will consider approving the use of fixed amount subawards on a pilot basis at the request of a Program Office. After completion of the pilot, OGD and the Program Office will consider whether fixed amount subawards will be a permanent feature of the grant program. Fixed amount subawards must meet the standards of 2 CFR 200.201(b).

Examples of potential fixed amount subaward pilot projects include:

1. Conference support for units of government, Institutions of Higher Education (IHE) and nonprofit organizations including general "sponsorships" in amounts up to \$25,000 provided the recipient obtains in accordance with 2 CFR 200.201(b)(1) written assurance that the conference organizer will refund the entire amount of the subaward if the conference does not take place.

2. Studies or research projects that produce written reports funded on a milestone achievement or project completion basis provided the subrecipient is a unit of government, an IHE, a

nonprofit organization, or a student or post-doctoral fellow at an IHE.

3. Training classes funded on a milestone completion (e.g., preparation of curricula, rental of facility, course delivery, and submission of evaluation report) or a unit price basis upon project completion provided the subrecipient is a unit of government, an IHE or a nonprofit organization.

4. Community meetings funded on a milestone completion (e.g., outreach, preparation of agenda, rental of facility, meeting, and submission of attendee roster/meeting summary) or on a unit price basis upon project completion provided the subrecipient is a unit of government, an IHE or a nonprofit organization.

10.0 Subaward Competitions.

Unlike contracts subject to the Procurement Standards of 2 CFR Part 200, the applicable regulations do not require that pass-through entities select subrecipients competitively. Program Offices, however, may require that pass-through entities conduct competitions for subawards unless otherwise prohibited by statute, regulation or official EPA policy. Similarly, pass-through entities may choose to select subrecipients competitively provided this practice is consistent with applicable statutes, regulations and the terms of their EPA financial assistance agreement.

(a) EPA Required Subaward Competitions

1. Under some EPA assistance programs, pass-through entities may be legally required to conduct subaward competitions. Program Offices and Regions must ensure pass-through entities conduct these competitions consistent with any applicable legal requirements and provisions of this Subaward Policy.

2. Under both competitive and non-competitive EPA assistance agreement awards, if Program Offices require the pass-through entity to conduct a competition for subawards, they must determine that the subaward competition is necessary for the effective and efficient implementation of the assistance program. This determination must be in writing and placed in the official program office assistance agreement file.

a. Non-Competitive EPA Assistance Agreements - When a Program Office requires the pass-through entity to conduct a subaward competition under a non-competitive EPA assistance agreement, the award must include a programmatic term and condition requiring the recipient to conduct the subaward competition consistent with the negotiated work plan and the provisions of this Subaward Policy.

b. Competitive EPA Assistance Agreements - When a Program Office requires the pass-through entity to conduct a subaward competition under a competitive EPA assistance agreement, the Agency's competitive funding announcement must include ranking factors for evaluating the applicants' proposed procedure for conducting the subaward competition. In addition, the award must include a programmatic term and condition requiring the pass-through entity to conduct the subaward competition consistent with the subaward competitive process described in the approved work plan and the provisions of this Subaward Policy.

(b) EPA Participation in Subaward Competitions.

1. General. Pass-through entities are responsible for selecting their subrecipients and conducting their subaward competitions. In addition, EPA personnel may not direct pass-through entities to make subawards to particular organizations, suggest the use of specific subrecipients, interfere with the recipient's subaward selection decisions, or use subawards to circumvent EPA policies for competition of assistance agreements. For example, a Program Office may want to award a non-competitive grant to Organization A but is not authorized to do so because of restrictions under EPA's Assistance Agreement Competition Policy. EPA may not circumvent these restrictions by awarding a non-competitive grant to Organization B with the understanding that Organization B will then subaward all of the work to Organization A.

2. Participation as Technical Advisors. EPA personnel may serve as technical advisors to a pass-through entity's subaward evaluation panel as part of EPA's substantial involvement in a cooperative agreement provided that they do not unduly influence the panel or selection decisions and are free of any conflicts of interest, and actual or apparent violations ethical standards (*e.g.*, Office of Government Ethics (OGE) Standards of Ethical Conduct for Employees of the Executive Branch), with respect to any competing subrecipients.

3. Participation on Evaluation Panels. For subaward competitions conducted by pass-through entities under cooperative agreements, EPA personnel may serve as members of the recipient's subaward evaluation panel provided:

a. The pass-through entity uses objective, transparent criteria to rank and select subrecipients.

b. EPA and other federal agency personnel do not unduly influence the panel or selection decisions (*e.g.*, federal employees must comprise substantially less than a majority of the panel).

c. EPA employees are free of conflicts of interest, or actual or apparent violations of ethical standards (*e.g.*, OGE Standards of Ethical Conduct for Employees of the Executive Branch), with respect to any competing subrecipients.

11.0 Special Considerations for Specific Types of Subawards.

(a) In accordance with EPA Order 4540.1, EPA's Office of International and Tribal Affairs (OITA), must consent to proposed EPA financial assistance agreements, prior to award, where work will be performed by any recipient or subrecipient in whole or in part in a foreign country, or where work will be performed in the United States by a foreign government recipient and its subrecipient or an international organization recipient and its subrecipient. OITA must consent to any work by a subrecipient that meets these criteria either prior to award of the EPA assistance agreement to the pass-through entity or prior the pass-through entity's award of the subaward.

(b) EPA's National Subaward Term and Condition requires Agency approval for subawards to individuals. Although individuals are eligible for subawards under this Subaward Policy on the basis of several EPA statutes (*e.g.*, section 103 of the Clean Air Act, section 104 of the Clean Water Act,

section 8001 of the Solid Waste Disposal Act) EPA Program Offices and GMOs must ensure that subawards are not made to individuals who are considered program beneficiaries (e.g., interns, fellows, trainees, community members attending conferences). The definition of *Subrecipient* at [2 CFR 200.1](#) program beneficiaries are excluded from the definition of *Subrecipient*. Stipends and other payments to program beneficiaries are properly characterized as *Participant Support Costs* under [2 CFR 200.1](#) and [2 CFR 200.456](#) and included as line items in the “Other” budget category.

(c) Program Offices and GMOs must carefully review situations in which a pass-through entity intends to make a subaward(s) for 100% of funds EPA will award under a financial assistance agreement. Competitive proposals with 100% pass through should be discussed with the Grant Competition Advocate’s staff. If not adequately addressed in the work plan, the PO should request that the pass- through entity explain, in writing:

1. The reasons for subawards for 100% of the funds out to another organization(s) and;
2. How the pass-through entity will provide adequate resources to manage the award, including providing required financial and programmatic reports to EPA, and for monitoring subrecipients as required by [2 CFR 200.332](#).

This information must be reviewed by the Award Official or designee prior to awarding funds to the pass-through entity.

12.0 Template for Subaward Agreements.

Program Offices may provide the subaward template contained in [Appendix D](#) of the Subaward Policy to recipients of EPA financial assistance that are “*Pass-through entities*” as defined by [2 CFR 200.1](#) to assist them in complying with the “subaward content” requirements in 2 CFR 332(a). EPA does not mandate the use of this template. With OGD, OGC, and if appropriate ORC approval, Program Offices may use program specific subaward templates that are consistent 2 CFR 200.332(a). Pass- through entities may also use their own form of subaward agreements provided the requirements of 2 CFR 200.332(a) are met.

13.0 Evaluation

OGD, in coordination with the EPA grants management community, will periodically review this policy to assess its effectiveness.

14.0 Waivers

In response to a written request from the appropriate Senior Resource Official, or designee, the Director of OGD, or designee, may approve waivers to this Subaward Policy on a case-by-case or class basis in circumstances of compelling urgency or unique programmatic consideration or where a waiver would be in the public interest provided the waiver is consistent with statutes, the applicable regulations and Executive Orders. The Director of OGD, or designee, may also make exceptions to any regulatory requirements of mentioned in this policy on case-by-case basis as authorized by [2 CFR 200.102](#) and 2 CFR 1500.4(a). Exceptions will be granted only in extraordinary circumstances and when consistent with statutes and Executive Orders.

15.0 Roles and Responsibilities

A. Office of Grants and Debarment(OGD)

OGD is responsible for:

1. Posting the National Subaward Term and Condition described in Section 6.0 of this policy.
2. Developing cost review guidance to facilitate implementation of Section 8.0 of this policy.
3. Overseeing Agency compliance with this policy and providing necessary implementing guidance including approval of Program specific subaward guidance and subaward templates.
4. Consulting with Program Offices on their proposed policies to limit subaward eligibility under Section 7.0(e) of this policy.
5. Approving or disapproving pilots for fixed amount subawards under Section 9.0.
6. Evaluating the effectiveness of this policy under Section 13.0 of this policy including conducting periodic reviews of pass-through entity compliance with the requirements.
7. Approving or disapproving waiver requests under Section 14.0 of this policy and posting waiver decisions on the OGD Intranet page.
8. Developing training, responses to frequently asked questions, and, as necessary, Agency wide supplemental guidance on implementing this Subaward Policy.

B. Headquarters and Regional Program Offices

Program Offices are responsible for:

1. Adhering to the subaward eligibility provisions and consulting with OGD and OGC/ORC on program- specific eligibility restrictions as described in Section 7.0 of this policy.
2. Complying with applicable pre-award and post-award oversight requirements described in Sections 8.0, 10.0 and 11.0 of this policy including providing EPA approvals specified in substantial involvement terms and conditions for cooperative agreements.
3. Including (and modifying, if applicable) the Model Programmatic Subaward Reporting Requirement contained in Appendix C, in the performance reporting terms and conditions for assistance agreements with pass-through entities as described in Section 8.0.
4. Complying with subaward competition requirements as described in Section 10.0 of this policy.
5. Obtaining OITA consent for subaward work in a foreign country or subaward work performed in the U.S. by a foreign government or a foreign government subrecipient as described in Section 11.0(a) of this policy.

6. Working with GMOs to ensure that subawards are not approved to individuals who are considered program beneficiaries as described in Section 11.0(b) of this policy.
7. Reviewing proposals for 100% pass-through sub-awards as described in Sections 11.0(c) of this policy.
8. Requesting OGD approval for pilots of fixed amount subawards.
9. Providing pass-through entities with the template for subaward agreement in Appendix D or an OGD approved program specific template when requested to do so by the pass-through entities.
10. Subject to OGD approval, developing as appropriate program specific guidance and subaward templates for pass-through entities and their subrecipients to promote compliance with this Subaward Policy.

C. Office of General Counsel (OGC)/Office of Regional Counsel (ORC)

OGC/ORC is responsible for providing legal advice to ensure compliance with applicable statutes, executive orders, ethical standards, and OMB/EPA regulations.

D. Grants Management Offices (GMOs)

GMOs are responsible for:

1. Including the National Term and Condition for Subawards described in Section 6.0 and Appendix B of this policy in all assistance agreements, providing EPA approvals as specified in the T&C, and providing the notification described at 8.0(d).
2. Complying with applicable pre-award and post-award requirements described in Sections 8.0 and 11.0 of this policy.
3. Working with Program Offices to ensure that subawards are not approved to individuals who are considered program beneficiaries as described in Section 11.0 of this policy.
4. Working with Program Offices to prevent improper 100% pass-through sub-awards as described in Sections 11.0 of this policy.

E. Office of International and Tribal Affairs (OITA)

OITA is responsible for acting on requests for EPA consent for subawards involving any work to be performed in a foreign country or any work to be performed in the U.S. by a foreign recipient or international organization as provided in section 11.0 of this policy.

EPA Subaward Policy Appendix A: Distinctions Between Subrecipients and Contractors

This Appendix uses 2 CFR 200.331 as the basis for distinguishing between subrecipients and contractors.

Pass-through entities make subawards to other organizations to carry out a portion of the Federal award under terms that establish a financial assistance relationship to accomplish a public purpose that is authorized under a Federal program. Subrecipients only receive reimbursement for their actual direct or approved indirect costs such that they do not “profit” from the transaction and subrecipients are subject to the same Federal requirements as the pass-through entity. In contrast, consistent with 2 CFR 200.331, procurement contractors (including individual consultants) typically provide goods and services on commercial terms, operate in a competitive environment and a reasonable profit is allowable.

The regulations require that non-Federal entities award contracts following full and open competition with the exception of transactions in amounts below the micro-purchase level or when a sole source contract is properly justified; 2 CFR 200.319; 2 CFR 200.320. Pass-through entities may enter into subawards without competition unless a statute, regulation, or the terms of the EPA award provide otherwise. This distinction makes accurate determinations regarding whether a transaction is with a subrecipient or a contractor particularly important.

A subaward may be provided by any form of legal agreement that complies with 2 CFR 200.332(a)(1). A pass-through entity may use the term ‘contract’ to characterize a subaward arrangement. It is, therefore, important to examine the substance of the agreement using this appendix to determine if the transaction is a subaward or a procurement contract.

The legal status of an organization as a governmental unit, non-profit organization, institute of higher education, or for-profit organization while not necessarily determinative of whether the transaction at issue is a subaward or procurement contract is an important factor to consider. As provided in 2 CFR 200.331 recipients must exercise sound judgment in deciding whether a transaction is a procurement contract or subaward subject to this EPA guidance. Based on the standards at 2 CFR 200.331(a) and (b) EPA has determined that transactions:

1. Between legally distinct units of government (e.g. a state providing funds to a local government) will in almost all cases be either subawards or intergovernmental agreements under 2 CFR 200.318(e) rather than procurement contracts since governmental units do not provide services on commercial terms.
2. Between institutions of higher education (IHE), or between IHEs and units of government or nonprofit organizations, are typically subawards particularly when the transactions relate to joint research, training (including technical assistance and public education) or demonstration projects.
3. Between nonprofit organizations for collaborative projects that further the missions of both organizations are typically subawards although situations in which one nonprofit provides ancillary services that are widely available in the competitive market such as accounting or information technology for operations (e.g., payroll) to another nonprofit are characteristic of a procurement contract.

4. Between any recipient and a for-profit firm or individual consultant, in almost all cases, would be a procurement contract subject to the competitive requirements of 2 CFR 200.319 and 2 CFR 200.320. For-profit firms and individual consultants operate in a competitive environment and provide goods and services on commercial terms to many different purchasers rather than carrying out a program for public purposes under the statute authorizing EPA to award financial assistance.

EPA's National Term and Condition for Subawards requires EPA Award Official approval for subawards to for-profits and individual consultants. Examples of situations in which a for-profit firm may be an eligible subrecipient would be an EPA financial assistance program that provides funding for pollution control projects at a company's production facilities and the firm will receive reimbursement for personnel and contractor costs. The for-profit firm in that case would not be providing goods and services to the pass-through entity.

As provided in 2 CFR 1500.1, EPA considers rebates and similar subsidies for the purchase of commercially available "off the shelf" pollution control equipment or to encourage participation in environmental stewardship programs by companies and individuals to be participant support costs. These payments to program beneficiaries are not subawards. EPA's Guidance on Participant Support Costs provides additional information on the distinction between participant support costs and subawards.

EPA Subaward Policy Appendix B: National Term and Condition for Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at https://www.epa.gov/sites/production/files/2016-02/documents/grants_policy_issuance_gpi_16_01.pdf.

As a pass-through entity, the recipient agrees to:

1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.331 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

(a) For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

(b) Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as provided in 2 CFR 200.1 Participant support costs, 2 CFR 200.1 Subaward, and EPA's Guidance on Participant Support Costs.

(c) Subsidies, rebates and similar payments to participants in EPA funded programs to encourage environmental stewardship are also classified as *Participant support costs* as provided in 2 CFR 1500.1 and EPA's Guidance on Participant Support Costs.

2. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

3. Prior to making subawards, ensure that each subrecipient has a "Unique Entity Identifier" (UEI). The UEI is required by 2 CFR Part 25 and 2 CFR 200.332(a)(1). Subrecipients are not required to complete full System for Award Management (SAM) registration to obtain a UEI. Information regarding obtaining a UEI is available at the SAM Internet site: <https://www.sam.gov/SAM/> and in the General Condition of the pass-through entity's agreement with EPA entitled "**System for Award Management and Universal Identifier Requirements**" T&C of the pass-through entity's agreement with the EPA.

4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:

(a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

(b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"

(c) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"

(d) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"

(e) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at 2 CFR 200.322.

Other statutes, regulations and Executive Orders that may apply to subawards are described at Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

5. Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

6. Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.332(b) and document the evaluation. Risk factors may include:

Prior experience with same or similar subawards;

(a) Results of previous audits;

(b) Whether new or substantially changed personnel or systems, and;

(c) Extent and results of Federal awarding agency or the pass-through entity's monitoring.

7. Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.332(c). Examples of additional requirements authorized by 2 CFR 200.208 include:

(a) Requiring payments as reimbursements rather than advance payments;

(b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

(c) Requiring additional, more detailed financial reports;

(d) Requiring additional project monitoring;

- (e) Requiring the non-Federal entity to obtain technical or management assistance, and
- (f) Establishing additional prior approvals.

8. Establish and follow a system for monitoring subrecipient performance that includes the elements required by [2 CFR 200.331\(d\)](#) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

9. Establish and maintain an accounting system which ensures compliance with the \$25,000 limitation at [2 CFR 200.1](#), *Modified Total Direct Costs*, if applicable, on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.

10. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

11. Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with [2 CFR 200.308](#).

12. Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

13. Establish and follow written procedures under [2 CFR 200.302\(b\)\(7\)](#) for determining that subaward costs are allowable in accordance with [2 CFR Part 200, Subpart E](#) and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

14. Establish and maintain a system under [2 CFR 200.332\(d\)\(3\)](#) and [2 CFR 200.521](#) for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

15. As provided in [2 CFR 200.333](#), pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 14 above or will refrain from making subawards until the systems are designed and implemented.

EPA Subaward Policy Appendix C: Model Programmatic Subaward Reporting Requirement

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

EPA Subaward Policy Appendix D: Subaward Agreement Template

OVERVIEW: Program Offices may provide this subaward template to recipients of EPA financial assistance that are *Pass-through entity* as defined by [2 CFR 200.1](#) to assist them in complying with the “subaward content” requirements in 2 CFR 200.332(a). EPA does not mandate the use of this template. Pass-through entities may use their own form of subaward agreements provided the requirements of [2 CFR 200.332\(a\)](#) are met. Any changes to the data elements that are required under [2 CFR 200.332\(a\)](#) must be reflected in subsequent modifications to subawards. If any of the information required by [2 CFR 200.332\(a\)](#) is not available, pass-through entities must provide the best information that is available to describe the Federal award and subaward.

Section I. [Title and Description of Subaward including whether the Subaward is for Research and Development]

Section II. Federal Requirements.

A. Federal Award Identification.

1. Subrecipient name--which must match registered name in the System for Award Management (SAM). If the subrecipient is not yet registered in SAM, then information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. The subrecipient’s “unique entity identifier” in SAM. This identifier is required for registering in SAM and by 2 CFR Part 25 and 2 CFR 200.332(a)(1).

Note: Additional information on registering in SAM is available at the SAM Internet site: <https://www.sam.gov/SAM/> and in the “**General Term and Conditions**” (T&Cs), under the “**System for Award Management and Universal Identifier Requirements**” T&C, of the pass-through entity’s agreement with EPA.

3. Federal Award Identification Number (FAIN) The FAIN corresponds with the “Assistance ID No.” on the EPA Notice of Award.
4. EPA Award Date. This is the date the EPA Award Official signs the assistance agreement with the pass-through entity and may be found on page 1 of the EPA Notice of Award.
5. Subaward Period of Performance Start and End Date;
6. Amount of EPA Funds Obligated under the initial subaward. Subsequent funding actions may be documented by amendments to the subaward.
7. Total or cumulative amount of EPA Funds Obligated to the subrecipient under the initial subaward plus any subsequent funded amendments. These amounts may be documented in sequential amendments to the subaward.
8. Total Amount of the EPA funds committed to the subrecipient by the pass-through entity. This is typically the “ceiling” amount for the subaward that may not be exceeded in funded amendments.

9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA). This information may be found in the “Project Title and Description” box on page 1 of the EPA Notice of Award.

10. Information identifying EPA as the Federal awarding agency, your organization as the pass-through entity, and contact information for your awarding official for the subaward.

11. Assistance Listing Number and Name for each EPA award used to support the subaward. Assistance Listing information for the pass-through entities’ EPA award may be found on page 2 of EPA’s Notice of Award form in the second chart under “EPA Award Information”. (Note the Uniform Grant Guidance requires at [2 CFR 200.332\(a\)\(1\)\(xii\)](#) that the Pass-through entities identify the dollar amount under each Federal award and the CFDA number at the time of disbursement of Federal funds to the subrecipient so it is important for pass-through entities to maintain accounting records to meet this requirement.

12. Indirect cost rate for the pass-through entity’s Federal award. This rate may be found on page 3 of the pass-through entity’s EPA Award in Table A, Object Class Category and may be the 10% de-minimis indirect cost rate described at [2 CFR 200.414\(f\)](#).

B. All “flow down” requirements imposed on the subrecipient by the pass-through entity to ensure that the EPA award is used in accordance with Federal statutes, regulations and the terms of the EPA award. The subrecipient is accountable to the pass-through entity for compliance with Federal requirements. In turn, the pass-through entity is responsible to EPA for ensuring that subrecipients comply with Federal requirements.

These requirements include, among others:

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

2. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity’s agreement with EPA entitled “**Reporting Subawards and Executive Compensation.**”

3. Limitations on individual consultant fees as set forth in General Condition [2 CFR 1500.10](#) and the General Condition of the pass-through entity’s agreement with EPA entitled “**Consultant Fee Cap.**”

4. EPA’s prohibition on paying management fees as set forth in General Condition of the pass-through entity’s agreement with EPA entitled “**Management Fees.**”

5. The Procurement Standards in [2 CFR Part 200](#) including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at [2 CFR 200.322](#).

6. For states and other public recipients, a provision ensuring that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

Other statutes, regulations and Executive Orders that may apply to subawards are described at [Information on Requirements that Pass-Through Entities must “Flow Down” to Subrecipients](#). Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice, if necessary.

C. Any additional requirements such as financial and performance reports the pass-through entity imposes on the subrecipient to ensure that the pass-through entity meets its own responsibilities to the Federal awarding agency.

D. Subrecipient's Indirect Cost Rate. The indirect cost rate may be a rate negotiated and approved by the subrecipient's cognizant Federal agency. If the subrecipient does not have a Federal indirect cost rate, the pass-through entity may negotiate an indirect cost rate with the subrecipient that complies with [2 CFR Part 200, Subpart E](#) or use the 10% de-minimis indirect cost rate described at [2 CFR 200.414\(f\)](#).

E. Requirements for the subrecipient to provide access to subaward records so that the pass-through entity and Federal auditors may verify compliance with 2 CFR 200.332 as well as [2 CFR Part 200, Subpart D, Post Federal Award Requirements](#) for Financial and Program Management, and [2 CFR Part 200, Subpart F, Audit Requirements](#). Examples of records include:

1. Subrecipient financial statements and reports;
2. Programmatic reports including information on environmental results
3. Audit findings

F. Additional Requirements imposed by the pass-through entity under 2 CFR 200.208 that reflect the pass-through entity's assessment of the subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward based on the factors described at 2 CFR 200.332(b).

1. Risk factors may include:

- (a) Prior experience with same or similar subawards;
- (b) Results of previous audits;
- (c) Whether new or substantially changed personnel or systems, and;
- (d) Extent and results of Federal awarding agency or the pass-through entity's monitoring.

2. Examples of additional requirements authorized by [2 CFR 200.208](#) include:

- (a) Requiring payments as reimbursements rather than advance payments;
- (b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- (c) Requiring additional, more detailed financial reports;
- (d) Requiring additional project monitoring;
- (e) Requiring the non-Federal entity to obtain technical or management assistance, and;
- (f) Establishing additional prior approvals.

G. Terms and conditions concerning the close out of the subaward.

III. Other requirements based on the pass-through entity's own laws, regulations, and policies to the extent that they do not conflict with applicable Federal laws, statutes, regulations and policies.

Attachment 6

Signage Required Term and Condition

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the [Using the EPA Seal and Logo page](#).

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

Attachment 7

Memorandum of Understanding between the City and the Schools Insurance Authority

**Memorandum of Understanding
City of Sacramento
Schools Insurance Authority
Hold Harmless and Indemnification Provisions**

Introduction

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

Purpose

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

CITY
AGREEMENT NO. 2001-050

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AGREEMENT NO. 2001-050 1

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

Agreement

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

Hold Harmless Agreement

INDEMNIFICATION

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

CITY
AGREEMENT NO. 2001-050

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

Term

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

Amendments

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.



City of Sacramento

3/22/01

Date



Schools Insurance Authority

5/31/01

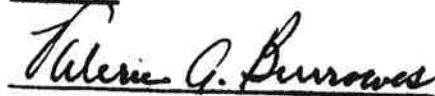
Date

APPROVED AS TO FORM:



City of Sacramento

ATTEST:



CITY CLERK



Janea Marking, Chief Business and Operations Officer
Chris Ralston, Assistant Superintendent to Facilities

**AMENDMENT NO. 1 TO AGREEMENT FOR
CONSULTANT SERVICES**

This Amendment to the Agreement for Consultant Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Campbell Keller ("Consultant ") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Consultant Services originally entered to on February 1, 2024.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be November 7, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Consultant staffing on the Project from February 2024 to June 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Consultant for the current services and will now pay for the added services from and after November 7, 2024, on a flat fee basis up to a maximum of \$782,963.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Additional purchasing of classroom and specialty furniture at California MS Campus Renewal as requested of the District

Description of funding changes to contract:

Original contract amount	\$632,057.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$632,057.00
Amount of this change order.....	\$134,489.00
NEW CONTRACT AMOUNT.....	<u>\$766,546.00</u>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Consultant Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Consultant Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Consultant Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: November 7, 2024

**Sacramento City Unified School
District**

Campbell Keller

Janea Marking
Chief Business and Operations Officer

Craig Campbell

Craig Campbell



CAMPBELL KELLER

PO Box 277788
Sacramento, CA 95827
916.737.3300 P | 916.737.3305 F

PROPOSAL 115937C
DATE 10/14/24
PROJECT #630-318
KATEY MCLACHLAN

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95818

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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PLEASE REVIEW THIS QUOTE CAREFULLY BEFORE SIGNING

MAKE PURCHASE ORDER OUT TO:

CAMPBELL KELLER
PO BOX 277788
SACRAMENTO, CA 95827

SMALL BUSINESS
CERTIFICATION # 8541

1	1	563100	HARMONY FOLIO MOBILE STORAGE 75 OPENINGS NO DOORS 100MM CASTERS 42W 18D 50H CASE MATERIAL OPTION: TFL G1 CASE COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER CASE EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE SELECTED LATER SHELF COLOR OPTION: HARDBOARD SHELF WITH METAL SHELF SECURITY STRIP. AVAILABLE IN BLACK ASSEMBLY OPTION: PRODUCT IS FACTORY ASSEMBLED	1,450.52	1,450.52
2	19	FNRS6202	FLIP & NEST TABLE RECTANGLE WORKSURFACE 60W24D 29H 75MM CASTERS FRAME COLOR OPTION: FLEETWOOD PAINT COLOR TO BE SELECTED	598.44	11,370.36

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			LATER TOP MATERIAL OPTION: HPL G3 TOP COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER TOP EDGEBAND COLOR OPTION: FLEETWOOD EDGEBAND COLOR TO BE SELECTED LATER ASSEMBLY/ACCESSORY OPTION: TABLE FACTORY ASSEMBLED		
3	2	15313	SHEERLINE DRAWER 48W 28D 34.25H (5) NONLOCKINGDRAWERS 5 INCH CASTERS (2) LOCKING CASE MATERIAL OPTION: TFL G1 CASE COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER CASE EDGEBAND COLOR OPTION: FLEETWOOD EDGEBAND COLOR TO BE SELECTED LATER FRAME COLOR OPTION: FLEETWOOD PAINT COLOR TO BE SELECTED LATER CASE COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER PULL OPTION: FLEETWOOD PULL TO BE SELECTED LATER TOP MATERIAL OPTION: HPL G3 TOP COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER	1,469.22	2,938.44



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			TOP EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE SELECTED LATER ASSEMBLY OPTION: PRODUCT IS FACTORY ASSEMBLED		
4	1	15263	SHEERLINE SHELF 48W 22D 34.25H LOCKING DOORS 2 SHELVES (1 ADJUSTABLE) 5 INCH CASTERS (2) LOCKING CASE MATERIAL OPTION: TFL G1 CASE COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER CASE EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE SELECTED LATER FRAME/SHELF COLOR OPTION: FLEETWOOD PAINT COLOR TO BE SELECTED LATER CASE COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER PULL OPTION: FLEETWOOD PULL TYPE TO BE SELECTED LATER TOP MATERIAL OPTION: HPL G3 TOP COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER TOP EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE SELECTED LATER ASSEMBLY OPTION: PRODUCT IS FACTORY ASSEMBLED CONTINUED...	891.82	891.82



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
5	23	DCB14820 374N	DESIGNER 2.0 CUBBY 6 CUBBY NO DOORS SINGLESIDED ADJUSTABLE SHELVES 100MM CASTERS 48W 20D 37H CASE MATERIAL OPTION: TFL G1 CASE MATERIAL CASE COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER CASE EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE SELECTED LATER BACK MATERIAL OPTION: LAMINATE BACK BACK COLOR OPTION: COLOR MATCHED TO CASE COLOR SHELF MATERIAL OPTION: LAMINATE ADJUSTABLE SHELF (4) SHELF COLOR OPTION: LAMINATE SHELF COLOR IS MATCHED TO CASE COLOR METAL REVEAL COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER TOP MATERIAL OPTION: HPL G3 TOP COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER TOP EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE SELECTED LATER ASSEMBLY OPTION: PRODUCT IS	734.03	16,882.69

CONTINUED...



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			FACTORY ASSEMBLED		
6	11	TUNR6030 R42C	UNITIZED WELDED FRAME TABLE SQUARE LEGS RECTANGLE WORKSURFACE 60W 30D 29-42H 75MM CASTERS FRAME COLOR OPTION: FLEETWOOD PAINT COLOR TO BE SELECTED LATER TOP MATERIAL OPTION: HPL G3 TOP COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER TOP EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE SELECTED LATER ASSEMBLY/ACCESSORY OPTION: NO ACCESSORIES. TABLE NOT FACTORY ASSEMBED	584.42	6,428.62
7	4	TUNN4242 F29C	UNITIZED WELDED FRAME TABLE ROUND LEGS ROUND WORKSURFACE 42W 42D 29H 75MM CASTERS FRAME COLOR OPTION: FLEETWOOD PAINT COLOR TO BE SELECTED LATER TOP MATERIAL OPTION: HPL G3 TOP COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER TOP EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE	451.17	1,804.68

CONTINUED...



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			SELECTED LATER ASSEMBLY/ACCESSORY OPTION: NO ACCESSORIES. TABLE NOT FACTORY ASSEMBED		
8	30	ESTCM18	E! SEATING STACKER 4 LEG MEDIUM SHELL 18"SEAT HEIGHT LEVEL SHELL COLOR OPTION: NAVY SHELL FRAME COLOR OPTION: SILVER PAINT GLIDE OPTION: NYLON GLIDES	123.43	3,702.90
9	2	818317	LIBRARY 2.0 MOBILE BOOK TRUCK 4 SLOPEDSHELVES 100MM CASTERS 36W 18D 40.5H CASE MATERIAL OPTION: TFL G1 CASE COLOR OPTION: FLEETWOOD COLOR FOR THE CASE TO BE SELECTED LATER CASE EDGE BAND COLOR OPTION: FLEETWOOD EDGE BAND COLOR TO BE SELECTED LATER ASSEMBLY OPTION: PRODUCT IS FACTORY ASSEMBLED	734.03	1,468.06
10	1	TPNP6030 A47C	PNEUMATIC BASE TABLE DOUBLE COLUMN PLANEWORKSURFACE 60W 30D 30.75-50.5H 75MM CASTERS PNEUMATIC BASE COLOR IS SILVER FACTORY	1,360.52	1,360.52

CONTINUED...



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			ASSEMBLED FRAME COLOR OPTION: SILVER PAINT TOP MATERIAL OPTION: HPL G3 TOP COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER TOP EDGEBAND COLOR OPTION: FLEETWOOD EDGEBAND COLOR TO BE SELECTED LATER ASSEMBLY/ACCESSORY OPTIONS: NO ACCESSORIES. TABLE FACTORY ASSEMBLED		
11	3	GSS14820 84LN	ILLUSIONS 2.0 TALL SHELF 4 ADJ SHELVES & 1 FIXEDSHELF NO DOORS LEVELERS 48W 20D 84H CASE MATERIAL OPTION: TFL G1 CASE COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER CASE EDGEBAND COLOR OPTION: FLEETWOOD EDGEBAND COLOR TO BE SELECTED LATER SHELF MATERIAL OPTION: LAMINATE SHELF. (4) ADJUSTABLE AND (1) FIXED SHELF MATERIAL OPTION: SHELF COLOR MATCHES CASE COLOR METAL REVEAL COLOR OPTION: FLEETWOOD COLOR TO BE SELECTED LATER CABINET MOBILITY OPTION:	4 1,392.08	4,176.24

CONTINUED...



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			LEVELERS TOP MATERIAL OPTION: TFL G1. COLOR MATCHED TO CASE COLOR. TALL CABINET TOP DEPTH OPTION: 20" DEEP TOP. FACTORY INSTALLED ADDITIONAL SHELF OPTION: NO ADDITIONAL ADJUSTABLE SHELVES NEEDED ASSEMBLY OPTION: CABINET IS FACTORY ASSEMBLED		
12	1	SHIPPING	SHIPPING & HANDLING CHARGES	8,831.17	8,831.17
13	1	HTFXM29	PRESIDE 29.5H X-BASE FOR 36 & 42 TOPS	340.21	340.21
		\$(P2) .T1	P2 Paint Opts Platinum Metallic		
14	1	HTLD30	PRESIDE 30 ROUND TOP	217.92	217.92
		.G FE .N \$(L1STD) .LWFE	2mm Edgeband Field Elm No Grommets Grd L1 Standard Laminates Field Elm		
15	1	HMVB24-N S	MOTIVATE BASE NESTING 24D (RECT HR TRAP)	400.89	400.89
		.G \$(P2) .PR6	Glide P2 Paint Opts Silver		
16	1	HMVTRNS2 460G	MOTIVATE TOP RECTANGULAR NESTING 24DX60W 2MM EDGE	227.11	227.11
		.N \$(L1STD) CONTINUED...	No Grommets Grd L1 Standard Laminates		



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		.LWFE	Field Elm		
		.FE	Field Elm		
17	1	H9185LSN N	FLAGSHIP LAT 64 1/4X36IN W/OPEN SHELVES/N PULLS	1,242.33	1,242.33
		.L	Standard Random Key Lock		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
18	1	H314	310 SERIES VERTICAL FILE 4 DRAWER LETTER W/LOCK	485.67	485.67
		.P	Standard Random Key Lock		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
19	17	HMVR-245 4G-NSG1 \$(L1STD)	MOTVT RECT TBL 2MM 4x8 Electrical Port Grd L1 Standard Laminates	756.73	12,864.41
		.LWFE	Field Elm		
		.FE	Field Elm		
		.C	Caster		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
20	17	HQH5-P-3 P1B	MHOB G1 POP-UP PORTFOR IQ 3 AC PWR/1 BLANK	230.79	3,923.43
		.SVR	Silver		
21	12	HMAGANG	INTERLINK IQ ELECT GANGING HARDWARE	64.36	772.32
22	4	HQB	INTERLINK IQ POWER BASE IN-FEED	320.44	1,281.76

CONTINUED...



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
23	2	HHATB3S2 LC \$(P2) .PR6 .X .MEM	3 STAGE 2 LEG RECTANGLE C FOOT P2 Paint Opts Silver Standard Glide Memory Preset Tag 1: LIBRARY LIBRARY LIBRARY LIBRAR	609.31	1,218.62
24	2	HHATW224 6CT \$(L1STD) .LWFE .FE .G1 T1	46W X 22D RECT WORKSURFACE C/T BASE Grd L1 Standard Laminates Field Elm Field Elm 1 Grommet - Centered Platinum Tag 1: LIBRARY LIBRARY LIBRARY LIBRAR	235.39	470.78
25	2	HPWRTRGH 17	CABLE MANAGEMENT TROUGH 17 W - GRAPHITE ONLY Tag 1: LIBRARY LIBRARY LIBRARY LIBRAR	48.62	97.24
26	2	HPWRMOD .AC .S .STRM	DESKTOP POWER MOD RECTANGULAR USB-A/C Straight Storm Tag 1: LIBRARY LIBRARY LIBRARY LIBRAR	265.40	530.80
27	2	HUSLMOD1 336 \$(L1STD) .LWFE .FE .P	LAMINATE MODESTY 13H X 36W Grd L1 Standard Laminates Field Elm Field Elm Black Tag 1: LIBRARY LIBRARY LIBRARY LIBRAR	313.52	627.04



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
28	8	HIGS6	IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING	312.73	2,501.84
		.N	Armless		
		.S	All Surface Caster		
		.IM	4-Way Black		
		\$(3)	Grade 3 Uph		
		.SX	Moxie		
		04	Elysian		
		.PLAT	Textured Platinum Metallic		
29	2	H9183N	FLAGSHIP 36W 3-DRW N PULL LATERAL 36W 39-1/8H 18D	874.47	1,748.94
		.L	Standard Random Key Lock		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
30	2	HMVR-186 OG-NSN	MOTVT RECT TBL 2MM No Grommets	711.68	1,423.36
		\$(L1STD)	Grd L1 Standard Laminates		
		.LWFE	Field Elm		
		.FE	Field Elm		
		.C	Caster		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
31	4	HMVR-246 OG-NSN	MOTIVATE RECT TABLE No Grommets	744.78	2,979.12
		\$(L1STD)	Grd L1 Standard Laminates		
		.LWFE	Field Elm		
		.FE	Field Elm		
		.C	Caster		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
32	1	H9185LSN N	FLAGSHIP LAT 64 1/4X36IN W/OPEN SHELVES/N PULLS	1,242.32	1,242.32
		.L	Standard Random Key Lock		
		\$(P2)	P2 Paint Opts		
		CONTINUED...			



CAMPBELL KELLER

PO Box 277788
Sacramento, CA 95827
916.737.3300 P | 916.737.3305 F

PROPOSAL 115937C
DATE 10/14/24
PROJECT #630-318
KATEY MCLACHLAN

PROPOSAL FOR:

DELIVERY LOCATION:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95818

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		.T1	Platinum Metallic Tag 1: PRINCIPAL PRINCIPAL		
33	10	ESC236I \$(P2) .PR2 .OMT	ESSENTIALS 28HX36W STORAGE CABINET INTEGRAL PULL P2 Paint Opts Platinum Metallic OMT Core to Ord key Alike	532.15	5,321.50
34	5	ISLAUTNP NB7218S2 \$(L1STD) .LWFE .FE	STOR ISLA TOP 72WX18D S2 FSC Wood Grd L1 Standard Laminates Field Elm Field Elm	179.99	899.95
35	1	ALKF23C .X134E	CORE REMOVE LOCK KIT Key Number 134E	10.65	10.65
36	1	ALKF23C .X133E	CORE REMOVE LOCK KIT Key Number 133E	10.65	10.65
37	1	ALKF23C .X132E	CORE REMOVE LOCK KIT Key Number 132E	10.65	10.65
38	1	ALKF23C .X131E	CORE REMOVE LOCK KIT Key Number 131E	10.65	10.65
39	1	ALKF23C .X108E	CORE REMOVE LOCK KIT Key Number 108E	10.65	10.65
40	1	AMPTLF30 HRND .FSC \$(L1STD) .LWFE CONTINUED...	STRUCTURE HEIGHT ADJUSTABLE TABLE 30 ROUND LAMINATE - FLAT EDGE BAND FSC Mix Credit Grd L1 Standard Laminates Field Elm	700.42	700.42



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KATEY MCLACHLAN

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95818

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		.FE \$(P2) .PR2	Field Elm P2 Paint Grade Platinum Metallic		
41	2	498526	UTILITY CART W/ 2 SHELVES & 5" CASTERS, 500 LB. CAPACITY 40"L X 26"W X 33"H	142.79	285.58
42	1	SHIPPING	SHIPPING & HANDLING CHARGES	25.96	25.96
43	3	622W0800 OP#	CASCADE MEGA-CABINET (CASTERS)DOORS W/ 8X3" SWTOTE AND SHELVES W/WHITEBOARD	1,643.11	4,929.33
44	1	SHIPPING	SHIPPING & HANDLING CHARGES	631.64	631.64
45	2	EGL-6565	CHESTER, HINGE LEFT, 22.25"H X 23.50"D X 15.25"W, BLACK CASTERS 2 LOCKING, 2 NON LOCKING, 1 ANTI-TIP, CURVED CUSHION TOP TRACE DRAWER FRONT OPTIONS: CHESTER FINISH SELECTIONS BY MANUFACTURE (PAINT COLOR): 0666 SILVER METALLIC FABRIC SELECTION: GRADE 1 CF STINSON 7K NAVY KEY SERIES OPTIONS - CHESTER/LESTER: SKIP OPTION IS STANDARD UM SERIES LOCK-FLAT KEY-ALIKE REQUEST OPTION:	576.00	1,152.00



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PROPOSAL 115937C
DATE 10/14/24
PROJECT #630-318
KATEY MCLACHLAN

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95818

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			CHESTER/LESTER NO SELECTION OF OPTION		
46	1	SHIPPING	SHIPPING & HANDLING CHARGES	250.00	250.00
47	1	7827	4-UP STARTING MODEL: 4-UP SIT-TO-STAND STOOL MESH BACK #782T FRAME COLOR: STANDARD BLACK FRAME FINISH. #B CHAIR OR STOOL CONTROL MECHANISM: SIT-TO-STAND WITH ADVANCED SYNCHRO, LIMITED SEAT DEPTH, FORWARD TILT & TELESCOPING GAS LIFT #67CLSFT STOOL KIT HEIGHT RANGE: TELESCOPING GAS LIFT WITH BLACK FOOT RING. #11TDRB OPTIONAL ARM: BLACK ROLL BACK ADJUSTABLE ARMS. #39A ARMREST: PREFERRED FIXED BLACK ARMREST. #6 BASE: BLACK NYLON LOW-PROFILE 5-STAR SWIVEL BASE. #18BB CASTERS OR GLIDES: BLACK CARPET CASTERS. #16HP OPTIONAL SAFETY BRAKE: NOT SELECTED OPTIONAL ADJUSTABLE LUMBAR: NOT SELECTED. MESH COLOR: STANDARD BLACK MESH COLOR. #01U	945.00	945.00

CONTINUED...



CAMPBELL KELLER

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PROPOSAL 115937C
DATE 10/14/24
PROJECT #630-318
KATEY MCLACHLAN

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95818

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			SEAT TEXTILE: PATTERN: HUE COLORWAY: NIGHT MANUFACTURER: MOMENTUM GRADE: 1 MATERIAL: FABRIC PACKAGING: 95% ASSEMBLED: PRODUCT SHIPS 95% ASSEMBLED. NO TOOLS REQUIRED. #9FA		
48	12	23M15293 012	RECTANGLE - 29"H X 30"W X 12L1, FRAME: POWDERCOAT FRAME COLOR: BLACK-BL LAMINATE: GROUP 1 LAMINATE CHOICE: WILSONART 7909-60 FUSION MAPLE (121-FMP) EDGE: EDGEGUARD EDGE COLOR: BLACK (001)	1,275.20	15,302.40
49	1	SHIPPING	SHIPPING & HANDLING CHARGES	1,865.27	1,865.27
50	1	ASSEMBLY	ASSEMBLY AND RELATED SERVICES FOR:	10,500.00	10,500.00

PREVAILING WAGE, REGULAR HOURS

AREA MUST BE FREE AND CLEAR
PRIOR TO SCHEDULED
INSTALLATION DATE



CAMPBELL KELLER

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916.737.3300 P | 916.737.3305 F

PROPOSAL 115937C
DATE 10/14/24
PROJECT #630-318
KATEY MCLACHLAN

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST
3051 REDDING AVE
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL
1600 VALLEJO WAY
SACRAMENTO CA 95818

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
---	-----	---------	-------------	------	----------

This proposal is valid for 30 days unless otherwise noted.

By signing this proposal, you are acknowledging that you have reviewed the quantities, color and finish selections and are familiar with the products being ordered. All items are custom made to order and can not be returned.

Delivery and any related services quoted for normal business hours with clear first floor access or access to a freight elevator (No stair carry) unless otherwise noted and quoted.

The total below is for cash/check/EFT purchases. When a credit card is used, a 3% service fee is applied to the total balance noted below. Please acknowledge by initialling if your organization will be paying by credit card _____

PRODUCT TOTAL...:	116,660.39
ASSEMBLY.....:	10,500.00
S&H.....:	11,604.04
SALES TAX.....:	12,141.88
TOTAL.....:	150,906.31

ACCEPTED BY _____

DATE ACCEPTED _____

10-14-2024

CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

CHANGE ORDER NO.:
 #1 - Final

CHANGE ORDER

Project: Parkway ES Shade Structure
Project No.: #0272-416

Date: 10-18-2024
DSA File No.: 34-35
DSA Appl. No.: 02-121825

The following parties agree to the terms of this Change Order:

Owner: SCUSD
 5735 47TH Avenue
 Sacramento, CA. 95824

Contractor: Patio Designers, LLC
 545 Jefferson Blvd. Suite 17
 West Sacramento, CA. 95605

Architect: HMC Architects
 2101 Capitol Ave. Suite 100
 Sacramento, CA. 95816

Inspector: A.P. Construction Services
 3999 Aitken Dairy Road
 Rocklin, CA. 95677

Reference	Description	Cost	Days Ext.
PCO #1 Requested by: SCUSD Performed by: Patio Designers LLC	Deductive scope of work for not having to remove the backstops per CCD #1.	(\$20,000)	
PCO #2 Requested by: SCUSD Performed by: N/A	Deductive change for Owner Allowance not used on the project.	(\$5,000)	
Contract time will be adjusted as follows:		Original Contract Amount:	\$463,000.00
Previous Completion Date: <u>8-30-2024</u> <u>0</u> Calendar Days Extension		Amount of Previously Approved Change Order(s):	\$ 0.00
Current Completion Date: <u>10-31-2024</u>		Amount of this Change Order:	(\$25,000.00)
		Contract Amount:	\$438,000.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for

completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Janea Marking
Chief Business & Operations Officer

Date

Architect:

Affifa Kadhim
HMC Architects

10/22/24
Date

Contractor:

Marco Antonio Marin
Patio Designers

Date

Project Inspector:

[Name]

Armand Perez

10-18-2024
Date

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

PCO NO.:
01

Project: Parkway ES Shade Structure
Bid No.: _____
CCD #: 1

Date: 10-18-2024
DSA File No.: 34-53
DSA Appl. No.: 02-121825

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(h)	Material (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(i)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(j)	Add Equipment (attach suppliers’ invoice)		
(k)	Subtotal		
(l)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)		
(m)	Subtotal		
(n)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(o)	Subtotal		
(p)	Add Overhead and Profit for Contractor , not to exceed five percent (5%) of Item (h)		
(q)	Subtotal		
(r)	TOTAL		
(s)	Time (zero unless indicated; “TBD” not permitted)	_____	Calendar Days

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	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(t)	Material (attach itemized quantity and unit cost plus sales tax)		(\$10,000.00)
(u)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		(\$ 5,675.00)
(v)	Add Equipment (attach suppliers' invoice)		(\$ 1,000.00)
(w)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		(\$ 775.00)
(x)	Subtotal		(\$17,450.00)
(y)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		(\$2,550.00)
(z)	Subtotal		(\$ 2550.00)
(aa)	TOTAL		(\$20,000.00)
(bb)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Marco Antonio Marin - Owner
Patio Designers, LLC
Date: October 18, 2024

END OF DOCUMENT

PARKWAY ES SHADE
 PROJECT/CONTRACT NUMBER: 0272-416

Please see below price breakdown for PCO #3 for CCD#1 Alt#1 Credit

PCO #3

Cost Breakdown	Material with Tax	Labor with Tax	Total	Total with 15% of profit
Bench	\$ 2,000.00	\$ 600.00	\$ 2,600.00	\$ 2,990.00
Concrete for Bench foundation	\$ 1,000.00	\$ 1,200.00	\$ 2,200.00	\$ 2,530.00
Earthwork - Grade around benches	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00
Earthwork - Grade around Backstop	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00
Concrete for Backstop Foundation	\$ 1,000.00	\$ 1,200.00	\$ 2,200.00	\$ 2,530.00
Baseball backstop	\$ 6,000.00	\$ 1,450.00	\$ 7,450.00	\$ 8,500.00
	\$ 10,000.00	\$ 7,450.00	\$ 17,450.00	\$ 20,000.00

Patio designers

Address: 545 Jefferson Blvd, Suite #17, West Sacramento, CA 95605



PROPOSED CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento, CA 95824

PCO NO.:
02

Project: Parkway ES Shade Structure
Bid No.: _____
CCD #: _____

Date: 10-18-2024
DSA File No.: 34-53
DSA Appl. No.: 02-121825

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(h)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(i)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(j)	<u>Add Equipment</u> (attach suppliers' invoice)		
(k)	<u>Subtotal</u>		
(l)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(m)	<u>Subtotal</u>		
(n)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)		
(o)	<u>Subtotal</u>		
(p)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(q)	<u>Subtotal</u>		
(r)	<u>TOTAL</u>		
(s)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	____ Calendar Days	

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	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(t)	Material (attach itemized quantity and unit cost plus sales tax)		
(u)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(v)	Add Equipment (attach suppliers' invoice)		
(w)	Add General Conditions (if Time is Compensable) (attach supporting documentation)		
(x)	Subtotal		
(y)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(z)	Subtotal		(\$5,000.000)
(aa)	TOTAL		(\$5,000.00)
(bb)	Time (zero unless indicated; "TBD" not permitted)	<u> </u> Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Craig Dooling – Sr. Construction Manager
Vanir Construction Management, Inc.
Date: October 18, 2024

END OF DOCUMENT



DOCUMENT 00 63 63.02

CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Ave.
 Sacramento, CA 95824

CHANGE ORDER NO.:
1

CHANGE ORDER

Project: Metasys at 14 Sites
Bid No.: 463

Date: October 31, 2024
DSA File No.: N/A
DSA Appl. No.: N/A

The following parties agree to the terms of this Change Order:

Owner:	Sacramento City USD 5735 47 th Ave. Sacramento, CA 95824	Contractor:	Johnson Controls, Inc. 103 Woodmere Road Folsom CA 95630
Designer Engineer:	KMM Services 5433 El Camino Avenue Suite 5 Carmichael CA 95608	Project Inspector:	[Name / Address]

Reference	Description	Cost	Days Ext.
	Credits used to buy spare equipment parts; adjustment for miscount of HVAC units at Capital City campus	\$0	
	Summary of transactions: 1. Credit from JCI for economizers not required to be installed at several of the school sites. 2. Metasys invoice charge 2022-2025 3. Adjustment for miscount of HVAC units at Capital City campus 4. Additional parts purchased by SCUSD-Alex Constance for Hiram Johnson 5. Parts to be supplied - 4xSNE / 11xCGM/35xTStats/35xCO2	(\$183,956) \$30,661 \$28,594 \$25,751 \$98,950	
Contract time will be adjusted as follows: Previous Completion Date: <u> </u> [Date] <u> </u> [#] Calendar Days Extension		Original Contract Amount:	\$4,129,531
		Amount of Previously Approved Change Order(s):	\$0.00

