Energy Savings Contract

This energy savings contract is between the San Leandro Unified School District (the "District") and Energy Education, Inc. ("EEI"). This contract is subject to all applicable state and federal laws.

EEI shall deliver to the District a customized, comprehensive people-driven energy conservation programs that will focus on changing human behavior to help the District reduce its consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by EEI's team of energy consultants - together representing several hundred years of public school energy conservation experience. EEI guarantees the success of these programs. The District is committed to its mission: "to educate students to achieve and demonstrate academic excellence and become confident, collaborative and competitive in a global society, by utilizing state-of-the-art technologies and innovative teaching strategies within a well-maintained, secure learning environment, in a region rich in heritage and diverse in culture, where we value our traditions while welcoming change." The District uses electricity, gas, water and sewer (collectively "energy") to fulfill its mission. With its focus on providing equitable learning opportunities for all students, the District is at the forefront of educational reform and committed to ongoing professional development. The District serves more than 8,700 children at its 13 campuses.

EEI has agreed to build and provide a customized energy conservation program to the District that is focused on organizational and behavioral change and is designed with the following goals:

- Save dollars that the District can reinvest in the people it serves,
- Preserve a quality learning environment for the District's children,
- Conserve energy for a positive impact on the environment, and
- Increase awareness to empower energy users to be energy savers.

EEI will help the District pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between EEI and the District as the program is initiated and implemented. EEI will provide extensive resources, education and onsite training, action planning, and other conservation-related services, while the District works cooperatively to implement EEI's program.

As a part of this shared responsibility, EEI provides a *Fast Track* to the District during the early months. During the *Fast Track* the District does not pay any fees to EEI; at the same time EEI will deliver a focus on priority elements of its Transformational Energy Management™ process for a quick start. The *Fast Track* accelerates net savings for the District.

The parties therefore agree as follows:

1. Program. On _____ ("Start Date") EEI shall begin its work on this contract. EEI shall take immediate actions in collaboration with District officials, to facilitate the District's search for an Energy Education Specialist ("energy specialist") and shall provide the District with a people-driven energy management program that is customized to enable the District to reduce consumption of energy ("Program").

2. Program Consultants. Within thirty (30) days after the energy specialist has been selected in accordance with paragraph 3 below, an EEI team of energy consultants shall begin to deliver the Program to the District ("Program Consultants"), as follows:

- Through EEI's on-site and ongoing assessments of the District's facilities and based on EEI's experience in having assessed thousands of client facilities, EEI's Program Consultants shall deliver to the District hundreds of recommendations that are specific to the District's environment.
- EEI's Program Consultants shall guide and assist the District's Program implementation following EEI's proven methodology, the Transformational Energy Management™ process. The attached Supplement describes areas of emphasis for EEI's Program Consultants as they guide and assist the District's Program implementation using EEI's Transformational Energy Management™ process.

3. Energy Education Specialist. (a) *Position and Compensation*. Program implementation requires a daily focused effort that is led by one of the District's own people – an energy specialist who can make conservation a priority while positively engaging people to conserve energy. The energy specialist position will be part-time (with a daily commitment) and the District shall not allow or assign other duties that will limit the energy specialist's pursuit of the Program goals. The part-time hours assigned shall be sufficient in number to constitute substantial implementation, but both the hours assigned to, and compensation of the energy specialist shall be, after consultation with EEI, the final decision of the District. The District shall pay the energy specialist at a level that is mutually agreeable, will attract and retain qualified people and that is at a level consistent with District salary schedules for other comparable positions ("Compensation"). Such annual compensation shall not exceed $40,000, including benefits, if any, without the mutual agreement of the parties.

(b) *District Hiring*. EEI shall serve an active and key role to assist and guide the District through its energy specialist search process - from assisting and guiding in the posting of the position through assisting and guiding in the interviewing of candidates. On the Start Date the District shall promptly begin and then continue this search process until a mutually acceptable person is identified and hired for the energy specialist position. Due to the unique nature of the position, the energy specialist should preferably be a current or retired District employee and typically will have teaching experience. In the event there is mutual agreement that despite best efforts, including repeated attempts, a suitable candidate cannot be hired from these ranks, the search will be expanded to include others. Furthermore, if a suitable candidate has not been identified despite mutual best efforts by the end of the *Fast Track* period, EEI agrees to reasonably consider and discuss with the District the need to extend the *Fast Track* period as provided in paragraph 7 below. EEI's recommendation for the energy specialist position will follow the conclusion of the posting and interview processes and is subject to the District's approval and final decision to hire or not hire. Likewise, the District will not employ any person as energy specialist who is unacceptable to EEI. EEI will not unreasonably withhold its acceptance.

(c) *Education and Training*. EEI's Program Consultants shall train the energy specialist with the skills essential for Program implementation. EEI's comprehensive training will primarily be on-site and

on-the-job. The energy specialist must attend the on-site appointments scheduled by EEI and must be reasonably receptive and responsive to EEI. EEI shall provide written education and training materials. Furthermore, EEI shall host and the energy specialist shall attend three National Training Conferences each year. The District is not required to pay any additional fees to EEI for the materials or registration for the conferences, which are an integral part of the energy specialist's education and training and the District's Program implementation. The District shall pay for the reasonable travel, hotel and meal expenses associated with the energy specialist's attendance at conferences (collectively "Travel Expenses") subject to compliance with the District's travel reimbursement policies and procedures. Currently, based upon budgetary constraints, the District has placed a freeze on out of District conference travel. However, within the requirements of the budgetary constraints, the District will make all reasonable efforts to send the energy specialist to the three National Training Conferences per year but will agree the energy specialist will attend at least one National Training Conference per year. EEI's Program Consultants will be available and on-call to respond to special problems or questions by the District through the end of the Term (as defined below).

(d) *Observation and Communication*. The District is the energy specialist's supervisor and maintains full and final employment authority, e.g. hiring and firing, for this important position that is subject to high standards and performance expectations. For example, the Transformational Energy Management™ process calls for routine data entry which is monitored through weekly accountability reporting. EEI shall regularly observe the energy specialist's skills, tenacity, hard work, leadership, interpersonal relationships, and performance level and results. Designating a high ranking district business official as the energy specialist's supervisor directly and positively impacts Program implementation. EEI shall communicate with the energy specialist's supervisor concerning the observed performance of the energy specialist. As a part of these obligations, during the first twelve months of an energy specialist's service, EEI shall periodically advise the energy specialist's supervisor whether that person has shown the qualities to be successful in the position. These comments may be shared with the employee during the district evaluation process.

(e) *Leave Scheduling*. The energy specialist is expected to spend a majority of work time out in the District facilities to drive energy savings; with times outside the instructional day being particularly valuable for the energy specialist to identify and capture savings opportunities. It is critically important (especially during the first two years of the Program) that the energy specialist be available for work during times when buildings are unoccupied and have flexibility to work nights, weekends and holidays. To allow for appropriate dialogue, the District will notify and consult with EEI before approving any requests for the energy specialist's vacation leave or other leave that (1) is in conjunction with school holidays or break periods, or (2) requires an extended absence of more than one week.

4. Program Implementation. (a) *Quick Start*. Once an energy specialist has been hired, the District will promptly begin and then continue to implement the Program as provided herein.

(b) *Commitment and Communication*. In EEI's experience, the success of the District's Program implementation will be a function of the demonstrated commitment of the school board, superintendent and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 120 days after the Start Date, the school board must adopt an appropriate policy and the administration must adopt appropriate administrative guidelines reflecting the District's commitment to the Program. The District shall communicate these guidelines to its employees, construction contractors and on-site management service providers, if any. EEI will work with the energy specialist to facilitate semi-annual progress reports for the school board.

(c) *Software Tool*. The effective management of energy information is a first step to achieving positive results through accountability. The District will account for energy consumption using a third

party software program with which EEI's Program Consultants are knowledgeable and trained to provide support to the District. No later than 90 days after the Start Date, the District must license the EnergyCAP® energy accounting software program from EnergyCAP, Inc., or, if later recommended by EEI to its clients (e.g. because EnergyCAP ceased to be available), an alternative software program ("Software"). The District's costs for the Software are $13,950 for the first year and about $2,093 per year thereafter unless the District notifies EnergyCAP, Inc. of termination of the license (after the Term of the contract).

(d) *Access, Authority and Control to be given by the Director of Maintenance and Operations and the Assistant Superintendent of Business*. The energy specialist needs to have access to the District's systems controls, including the energy management systems ("EMS"), and the authority (in communication and coordination with other District personnel) to: (1) program the EMS including changes in the temperature settings and run times of EMS controlled equipment (e.g. HVAC, water, heating and lighting systems), and (2) change settings and run times for each facility's equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS. Per this contract, EEI will be fully engaged as a consultant to the District to provide the Program and to guide and assist the District's Program implementation. EEI's role as a consultant necessarily means that the District (and not EEI) will maintain exclusive control over and responsibility for District personnel and the operation and condition of all District facilities, areas and equipment. Furthermore, this contract does not alter the District's exclusive right to this control and pre-existing responsibility, if any, to provide reasonable premises safety.

(e) *No Third Party Interference*. The District shall make a good-faith effort to discourage any third party from interfering with Program implementation.

5. Savings Determination. (a) *General*. Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. The formulaic expression is:

energy savings = (baseline period use± appropriate adjustments) – (reporting period use)

The District's savings shall be determined by the District's energy specialist and EEI using the Software to subtract the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price (based on the blended rate to the District for each type of energy purchased by the District) for each corresponding period ("Savings"). The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit). EEI's projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the District. In the event the District takes steps to reduce energy consumption such as upgrading lighting or HVAC equipment, closing some buildings or otherwise reducing square footage, EEI and the District shall work together to quantify the impact of such steps and to make appropriate adjustments so that reductions that are verified and independent of the Program are not included in Total Savings.

(b) *Baseline Period*. EEI and the District's energy specialist shall use the Software to establish a baseline period consisting of 12 consecutive months that precede the Start Date ("Base Year"). For new construction, the District's energy specialist and EEI can use detailed, calibrated simulation analysis to compile the Base Year.

(c) *Reporting Period*. Each reporting period will be a 12 month period ("Performance Year"). The first Performance Year will begin after the energy specialist starts work and the *Fast Track* (as defined below) ends ("First Year") and each Performance Year is consecutively named. The "Second Year" means the 12

month reporting period following the end of the First Year, the "Third Year" follows the Second Year, and so on. A performance year may be suspended as set out below. Using the Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) *Appropriate Adjustments*. (i) Adjustments to the baseline recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use in the two time periods to an equivalent set of conditions.

(ii) The Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities ("Adjustment Variables"): outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation.

(iii) The Software also allows other appropriate adjustments for a more accurate Savings calculation. If the District has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information can be used to create a more accurate statistical model for the District. If the District's energy conservation guidelines are not substantially followed by its construction contractors or on-site management service providers, if any, the Savings can be determined with appropriate adjustments. If the District chooses not to substantially implement EEI's water conservation recommendations, the Savings can be determined without including water use. If the energy specialist position is vacant or the energy specialist is off-the-job for more than 30 days, or if the District fails to substantially implement the program as determined by EEI in its sole discretion, the Performance Year can be suspended until an energy specialist is on-the-job and the District is substantially implementing the program. If a Performance Year is suspended, it will consist of twelve non-consecutive months; however, for purposes of determining savings, savings, if any, during the suspended period shall continue to accrue.

6. Term. This contract shall be for a term beginning on the Start Date, and shall consist of a four month *Fast Track* period, followed by a four year period, and the term shall end on the last day of the Fourth Year following the *Fast Track* ("Term"). In the event the *Fast Track* is extended beyond four months, the Term shall be extended by an equal amount of time.

7. Fast Track, Monthly Fee and Contract Continuation. (a) *Fast Track*. The District shall not pay any monthly fees to EEI during the *Fast Track* period, beginning on the Start Date and ending four months after the Start Date, or on such later date as determined by EEI ("*Fast Track*"). In the event the Performance Year is suspended as set out in paragraph 5 above, the monthly fees for the suspended period shall be deferred and the term shall be extended until 48 monthly fee payments have been made.

(b) *Monthly Fee*. The District shall pay EEI a fee of $12,000 per month for 48 consecutive months ("Monthly Fee"). The District shall pay the first Monthly Fee in the month after the end of the *Fast Track* period and EEI will bill the District on the 1st of each month for each subsequent Monthly Fee.

(c) *Contract Continuation*. Once the District has paid all 48 Monthly Fees to EEI and so long as the District continues to substantially implement the Program, this contract shall, at the District's option, continue with no additional fee payments to EEI. Following the payment of the 48 Monthly Fees, the District may terminate the contract at any time without cause and without cost or penalty. During this continuation the District may continue to implement and utilize the Program but always subject to the District's continuing obligations in this contract regarding the Proprietary Information (as defined below).

(d) *Additional Districts.* In the event the District acquires, contracts with, or otherwise becomes responsible for educational services for another district ("acquired district"), or is requested by another

district ("requesting district") to allow the District's energy specialist to provide energy management support, the District agrees to not share, utilize, or include the Program (including the use or services of the energy specialist trained by EEI) to any extent, in any facilities in the acquired or requesting district without EEI's express written consent and payment of additional fees as mutually agreed.

8. Savings Guarantee. (a) EEI's commitment to the quality of the Program is evidenced by EEI's Savings Guarantee (as defined below). EEI shall reimburse the District for the difference if the District's Costs (as defined below) exceed its Total Savings, computed from the Start Date to the end of any Performance Year during the Term ("Savings Guarantee"). Due to the cumulative nature of the Savings Guarantee it is necessary to specify that EEI shall not make reimbursement for amounts that EEI has already reimbursed for a prior Performance Year. To be eligible for the Savings Guarantee the District must have employed an energy specialist as required and substantially implemented the Program, provided that if EEI determines that the District is failing to substantially implement the Program, EEI will promptly send written notice of such failure, together with details supporting the determination and recommendations for actions to cure the failure. The District shall act within a reasonable time to cure such failure, with curative steps being taken within 60 days after receipt of such notice. . The "District's Costs" means the total amounts paid for the energy specialist's Compensation and Travel Expenses, initial and renewal costs of the Software, and the Monthly Fees. EEI shall pay the District a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by EEI and the District's energy specialist. If EEI fails to make a required reimbursement, the District may terminate this contract and recover the amount of the required reimbursement from EEI.

(b) The District shall refund prior reimbursements on the Savings Guarantee to EEI if (1) the Total Savings exceed the District's Costs, computed from the Start Date to the end of a later month during the Term, or (2) the District exercises its right of Termination for Convenience (as defined below). The District shall pay EEI a required refund: (1) no later than 90 days after the results for such later month have been finalized by EEI and the District's energy specialist, or (2) on the effective date of a Termination for Convenience.

9. District Termination for Convenience. As provided in this contract EEI anticipates a long-term relationship and remains committed to the District through the Term and beyond. However, the District may terminate this contract for any reason and without cause as provided in this paragraph. To validly exercise this right to terminate for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on EEI's failure to perform its material obligations under this contract) (a "Termination for Convenience"), the District shall provide EEI with at least 60 days prior written notice and shall pay EEI an amount based on the termination effective date, as follows ("Termination Fee") (1) before or at the end of the First Year, $180,000, (2) during or at the end of the Second Year, $144,000, (3) during or at the end of the Third Year, $129,600, or (4) during the Fourth Year, $115,200. Upon a Termination for Convenience, the Termination Fee shall include the following additional amounts which the District shall pay EEI: (a) the unpaid Monthly Fees but only through the termination effective date (including any months which were deferred because of a suspension of the Performance Year as set out in paragraph 5 above) and (b) if the termination effective date is prior to the Fourth Year, an amount equal to $12,000 multiplied by the number of months during the *Fast Track*. A Termination for Convenience voids the Savings Guarantee. This termination right does not limit the rights and remedies of the District. More specifically, if EEI fails to perform its material obligations under this contract, the District's legal rights and remedies are not limited by the terms of this paragraph. The District may terminate this contract without payment of a Termination Fee if EEI commits a material breach of its obligations under this contract, and such breach is not remedied within thirty (30) days after receiving written notice from the District specifically describing the breach. "Material breach" means, with respect to a given breach that a reasonable person in the position of the District would wish to terminate this contract because of that breach.

10. Termination Event. Upon termination of this contract the District shall promptly: (a) return to EEI all materials and Proprietary Information previously furnished by EEI or accumulated by the District in connection with the Program, including all copies thereof; (b) discontinue the employment of any energy specialist trained by EEI in the position of energy specialist in a manner consistent with all legal requirements and applicable collective bargaining agreements; and, (c) cease using the Proprietary Information and implementing the Program.

11. Proprietary Program and Information. (a) The District will have access to and use of EEI's Transformational Energy Management™ process as well as materials that are copyrighted, trade secrets and other information that is proprietary to EEI (collectively "Proprietary Information"). Furthermore, the Proprietary Information also includes all database files created using the Software, but does not include the District's source documents (e.g. utility bills), except that, upon termination, the District may retain one archival copy of the database files for purposes of District recordkeeping, which may not be used actively as they were prior to termination.

(b) The District agrees that the Proprietary Information (including all copies) continues to be EEI's property and should be kept confidential to the full extent permitted by law. The District shall give EEI written notice and an opportunity to respond if the District receives a third party request for Proprietary Information. The District shall not disclose the Proprietary Information to any unauthorized person or use it outside of the District or this contract. The District shall assist EEI in the protection of the Proprietary Information. The District's obligations under this paragraph survive termination of this contract.

(c) In consideration of the education and training provided by EEI, the District's energy specialist must agree not to disclose Proprietary Information to third parties or to compete with EEI. This agreement with the energy specialist must be in writing and acceptable to EEI, but shall be between EEI and the energy specialist with no obligation or responsibility by the District with respect to said agreement. The District shall have no responsibility or liability for the compliance by the energy specialist with the agreement referenced in this paragraph. Due to the inherent risk for disclosure of Proprietary Information, the energy specialist must not participate in any energy specialist user group meeting that is not sponsored by EEI.

12. Miscellaneous. (a) This contract constitutes the entire agreement of the parties with respect to the subject matter of this contract. This contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This contract may be modified only by a writing signed by duly authorized individuals acting on behalf of the parties. Any increase in the scope of services or increase in charges for services shall not be binding upon the District unless approved in advance in writing as set forth in this paragraph. Invalidity or unenforceability of one or more provisions of this contract shall not affect any other provision of this contract.

(b). *California Law Applicable.* This contract shall be construed in accordance with California law. The parties agree to comply with all applicable state and federal laws, rules and regulations, Venue for any litigation or other proceeding arising out of this contract shall be in the appropriate state court in Alameda County, California, or in the United States District Court for the Northern District of California.

(c) *Standard of Care.* EEI's services under this contract shall be performed in accordance with generally and currently accepted industry principles and practices for substantially similar services to California public school district.

(d) *Independent Contractor.* EEI is an independent contractor for the District and is not an employee, agent or partner of the District. EEI's personnel are not District employees and are not entitled to any District compensation or benefits. The parties agree that EEI, EEI's contractors, agents and employees are not covered under any District insurance policy.

(e) *Background Checks.* With respect to any Energy Education representatives working in the District (whether as an employee or independent contractor of EEI), EEI shall, at EEI's expense, conduct a background check that complies with California Education Code 45125.1 and in a manner authorized by the Department of Justice. It is understood that there will be periodic visits by consultants or other EEI representatives ("consultants") that may involve visits to specific District campuses. Because either a District employee or an Energy Specialist will be present with the consultants at all time to provide supervision, and because contact with students will be limited, EEI shall be relieved with respect to said consultants of the requirements to provide a criminal background check and certification pursuant to California Education Code 45125.1. EEI will perform its standard employment background checks on any consultants to confirm that no consultant has been convicted of a violent or serious felony. This background check shall include, but is not limited to, criminal background checks, county standard felony records, driving records, social security check, Crimlink and the National Sex Offender Registry. EEI shares the District's commitment to not employ persons with criminal backgrounds or that would present a risk to students or others on the District campus.

(f) *Indemnity*. EEI agrees to indemnify and hold District, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of EEI its officers, agents, or employees by reason of the operation of this contract. District agrees to indemnify and hold EEI, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of District its officers, agents, or employees by reason of the operation of this contract. EEI shall assume full responsibility for payments of Federal, State, and local taxes or contributions of any sort whatsoever, concerning EEI or any employee or agent thereof, and shall further indemnify and hold harmless District from any such payment or liability arising out of or in any manner connected with EEI's performance under this contract.

(g) *Conflict of Interest.* EEI is unaware of any legal conflict of interest that would prevent it from performing its duties under the terms of this contract and EEI shall not engage in any conduct that shall create a legal conflict of interest that would prevent EEI from engaging in work for the District.

(h) *Non-Discrimination*. EEI shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

(i) Insurance. During the Term, EEI will maintain insurance and upon request after the Start Date, EEI will furnish certificates of insurance for the following coverage amounts: (1) Worker's Compensation – Statutory requirements and benefits; (2) Automobile Liability – $2,000,000.00 per accident, bodily injury and property damage combined; (3) Commercial General Liability – $1,000,000.00 per occurrence and general aggregate, to include contractual liability, premises operation liability, independent contractor's liability, explosion, collapse and underground property damage, personal liability and products liability

(j) *Notices.* All notices under this contract shall be deemed to have been given if personally delivered, delivered by fax to the appropriate number below or if deposited in the U.S. Mail, certified or registered, return receipt requested, postage prepaid and addressed as follows:

If to EEI: Energy Education, Inc.
Attn: John Bernard, President
5950 Sherry Lane, Suite 900
Dallas, TX 75225

If to District: San Leandro USD
Attn: Superintendent
14735 Juniper Street
San Leandro, CA

.

Each party is signing this contract on the date stated under that party's signature.

SAN LEANDRO UNIFIED SCHOOL DISTRICT	ENERGY EDUCATION, INC.
By: _____	By: _____
Name: _____	Name: John Bernard
Title: _____	Title: President
Date: _____	Date: March 20, 2012

San Leandro USD CA contract v.5 032012.doc

Supplement -

Implementation Methodology

EEI's Transformational Energy Management™ process involves four very specific and incredibly involved components. A brief overview of each one follows:

Assessment + Planning. After the energy specialist has commenced performing duties, EEI shall work with the energy specialist to conduct on-site assessments that include examining every facility and area in the District's environment and analyzing use and requirements at all hours of the day and night. EEI shall train the energy specialist to compile temperature and humidity data, to understand many other conditions important to facility and equipment use in the District and to document the District's environment. Based on the data that is collected, EEI shall help the energy specialist construct an action plan that identifies priorities, savings opportunities, points of responsibility, optimized building scheduling profiles, proven implementation strategies and other elements critical to successful implementation and changing behavior linked to energy consumption;

Coordination + Communication. EEI knows that a decentralized campus environment supports people with very different backgrounds, areas of focus, personal concerns, levels of education, personalities, preferences, and so forth. These differences between people make coordination and communication efforts more difficult but critically important. EEI's focus is on coordination efforts that positively engage people and communication efforts that involve constant reinforcement, generating customized messages on a broad and personal level, employing various modes of communication (print, digital and face-to-face), and facilitating effective meetings, to name a few examples. Maximizing the District's savings requires that every person in the District who consumes energy be engaged in understanding how to also save it;

Leadership + Focus. Executing an effective energy conservation program that transforms organizational behavior requires daily focused effort that is led by one of the organization's people. EEI will play a crucial role and provide comprehensive services to help the District identify and hire the correct person to serve as the District's energy specialist. EEI will immerse the District's energy specialist in the Program and will provide both education and training to the energy specialist; and,

Measurement + Verification. Energy accounting software is a key tool for the District to evaluate its consumption and verify the results of the Program. The District will license a third party software program for energy accounting. For added accountability, the software will be installed and maintained by the District on a District computer. EEI's Program Consultants shall make routine on-site visits and provide off-site support for the software and to guide and assist the energy specialist in collecting and recording relevant data and using the software to create and maintain energy consumption and savings databases.