SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: April 4, 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. Expenditure and Other Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Recommended Bid Awards – Business Services
4. Recommended Bid Awards – Facilities
5. 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, Interim Superintendent

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

Contractor	Description	Amount
YOUTH DEVELOPMENT DEPARTMENT		
CDW R24-04145 Utilizing Sourcewell Contract #081419 New Contract: ☒ Yes ☐ No	Quote #NTHR943, 800 new 14-inch Non Touch Student Chromebooks. YDSS assessed the needs for Chromebooks via Google Forms from our 68 sites. Several requests were received which rounded up to 800 Chromebooks. Chromebooks are a much needed necessity for our students as some projects require Chromebooks to complete their projects. It has been 3 years since the district has provided Chromebooks for SCUSD students. In those 3 years, many have been damaged, lost, or are inoperable due to students transporting their devices to and from school. These 800 Chromebooks will be stored at our Expanded Learning programs and will be checked out per a use basis. We have also discussed with Technology Services and onsite admin about the possibility of acquiring refurbished Chromebook carts to house the new devices. Program Managers will be responsible for the securing and storing these devices.	$301,004 Expanded Learning Opportunities Program Funds
COLLEGE AND CAREER READINESS DEPARTMENT		
North State Building Industry SA24-00714 New Contract: ☒ Yes ☐ No	North State Building Industry Foundation will provide a series of programs and services in a variety of Construction, Engineering, Business and Finance, and trade-related fields. Services include work-based learning, internships, job placement, externships, Planning/Set-up/organizing, and OSHA certification. This is a two-year agreement between March 20, 2024, and June 30, 2025.	$115,200 Career Tech Ed Incentive Grant Funds

Unrestricted Funds

Contractor	Description	Amount
BUSINESS SERVICES DEPARTMENT		
Crowe LLP SA24-00744 New Contract: ☒ Yes ☐ No	2/8/24: Completion of Services: Audit of SCUSD Financial Statements for the year ending June 30, 2024.	$163,000 General Funds

ACADEMIC OFFICE DEPARTMENT

Solution Tree SA24-00596 New Contract: ☒ Yes ☐ No	Ratification is requested for Agreement for 3-year plan to purchase Solution Tree products and services. SCUSD will purchase Solution Tree products and services ("Services") centered around PLC at Work® ("PLC at Work®") and project administration services ("Project Administration Services"). Year 2 for 2023-2024 will be serving H.W. Harkness and Elder Creek Solution Tree will match each School with a certified PLC at Work® Associate ("Coach") who will coordinate the Services for the assigned School. Solution Tree will assign a Project Lead ("Project Lead") to oversee the Coaches, and a Project Administrator to coordinate the internal Solution Tree team, the Project Lead, and Coaches. This Project Administration Team will monitor, assess, and report on the School Services and will provide periodic feedback to SCUSD.	**YEAR 2** $658,350 Every Student Succeeds Act (ESSA) - Title I Funds

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Nutrition Services Success Academy Capital City School Hubert Bancroft Elementary John Still Middle School Miwok Middle School New Joseph Bonnheim ES Bear Flag Children Center	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at $2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District. STATUS: The District has determined these items are not repairable nor usable. RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546

ITEMS
(10 each) Desktops
(159 each) Chromebooks
(24 each) Laptops
(51 each) Printers
(25 each) Projectors
(65 each) Monitors
(81 each) Misc.

TOTAL VALUE
$0.00

DISPOSAL METHOD
e-Waste

RECOMMENDED BID AWARDS – BUSINESS SERVICES

Bid No. RFQ/P 24-0802 Financial Practices Analysis

Bids Received: March 15, 2024; 2:00 pm

Recommendation: Award to BDO, USA

Amount/Funding: General Funds

BIDDER	BIDDER LOCATION	AMOUNT
BDO USA	San Francisco, CA	$136,000
Plante & Moron	Southfield, MI	$246,000

Rationale: On February 20, 2024, the District issued a Request for Qualifications for Financial Practice Analysis for the Accounting Department and proposals were due March 15, 2024. Two (2) proposals were received and evaluated by a Selection Advisory Committee. The Committee considered relevant factors, qualifications and best value. Therefore, the District recommends awarding BDO, USA the contract for the Financial Practices Analysis.

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: **Nicholas Elementary School New Construction and Modernization**

Recommendation: California Inspection Network was awarded inspection services for Increment 1 work; $95,700; Measure H Funds.

Approve Amendment No. 1 for Increment 2 inspector services construction services for new school campus: $391,905; Measure H Funds.

Original Contract Amount: $95,700; Measure H Funds

New Total Contract Amount: $487,605; Measure H Funds

Project: **Hiram Johnson HS Baseball/Softball/Golf Facility**

Recommendation: A.M. Stephens was awarded construction services at the November 3, 2022 Board of Education meeting. Project included new varsity baseball and softball fields, new 30 foot tall chain link backstops, new CMU dugouts with metal roofs, new home and visitor bullpens, new golf facility.

Original Contract Amount: $ 7,464,000, Measure Q.

Approve Change Order No. 1<$181,066>; Measure Q for Unused Owners Allowance

New Total Contract Amount: $7,282,934, Measure Q.

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

MELANIE GUTIERREZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NTHR943	2/26/2024	800-NEW 14 INCH NON TOUCH	1592600	$301,004.00

IMPORTANT - PLEASE READ

Fees applied to item(s): 7765885

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP SB FORTIS 14 G11 N100 32 4 CHR Mfg. Part#: 9R389UT#ABA Contract: Sourcewell# 081419 Tech Catalog- (Chromebook ONLY) (081419-CDW)	800	7765885	$274.00	$219,200.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Sourcewell# 081419 Tech Catalog- (Chromebook ONLY) (081419-CDW)	800	5988499	$33.13	$26,504.00
SCRMNTCTYUSD-CHRM-PERUNIT Mfg. Part#: ACT-24918-01 Etching/White Glove SERvice Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	800	5614281	$7.15	$5,720.00
HP 3Y CARE NB HW SUPP Mfg. Part#: U67XQE Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	800	7824130	$34.00	$27,200.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 7765885	800	654809	$4.00	$3,200.00

SUBTOTAL	$278,624.00

SHIPPING	$0.00
RECYCLING FEE	$3,200.00
SALES TAX	$19,180.00
GRAND TOTAL	**$301,004.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SACRAMENTO CITY UNIFIED SCHOOL DIST ACCOUNTING SERV 5735 47TH AVE SACRAMENTO, CA 95824-4528 **Phone:** (916) 277-6665 **Payment Terms:** NET 30-VERBAL	**Shipping Address:** SACRAMENTO CITY UNIFIED SCHOOL DIST 3051 REDDING AVE SACRAMENTO, CA 95820-2122 **Phone:** (916) 277-6664 **Shipping Method:** UPS Freight LTL, Special Services
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Pat Hein | (866) 642-8073 | pathei@cdwg.com

Need Help?

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Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Sacramento City
UNIFIED SCHOOL DISTRICT

SERVICES AGREEMENT

Date: **March 14, 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 North State Building Industry Foundation (hereinafter referred to as "Contractor").

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

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

North State Building Industry Foundation will provide a series of programs and services on a variety of Construction, Engineering, Business and Finance and trade related fields as follows:

- Class Opportunities
  - Work Based Learning Opportunities (in-class demonstrations, interactive learning)
  - Work Readiness training
  - Classroom presentations
- Field Trips
- Internships
- Job Placement Services
  - Skilled Trades Job Fair
  - Senior Hiring Event
- Externships for teachers/counselors/CTE Directors
- Program/Relationship Development
  - Curriculum

- Special Populations/Workability
- Teacher Recruitment and Training
- OSHA-10 certification

ARTICLE 2. TERM.

This Agreement shall commence on March 20, 2024, and continue through June 30, 2025, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: $250 per presentation; $500 per field trips; $2,000 per internships; $1,000 per job placement services; $2,000 per teacher/counselor/CTE Director; $150 per hour for planning / set-up/organizing; $60 per student for OSHA-10 certification. Total fee shall not exceed **One Hundred Fifteen Thousand Two Hundred Dollars ($115,200).**

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of College and Career Readiness Department, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor’s protected works and the District’s protected works, shall be

subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to

provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than $2,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

District:
Sacramento City Unified School District
Attn: Tina Alvarez Bevens, Contracts
5735 47th Ave
Sacramento CA 95824

Contractor:
North State Bldg Industry Foundation
1536 Eureka Road
Roseville CA 95661

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this

Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	NORTH STATE BUILDING INDUSTRY FOUNDATION
By:_____ Janea Marking Chief Business Officer	By:_____
_____ Date	_____ Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

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

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

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

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

_____ _____

Authorized Signature of Contractor Date

_____

Printed Name/Title

DocuSign Envelope ID: 30A06BC2-538E-4E2B-B134-CBF68877CF1B

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February 8, 2024

Janea Marking
Sacramento City Unified School District
5735 47th Avenue
Sacramento, California 95824-4528

Dear Ms. Marking:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Sacramento City Unified School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2024.

We will audit and report on the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of First 5 Revenues and Expenditures

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules

DocuSign Envelope ID: 30A06BC2-538E-4E2B-B134-CBF68877CF1B

- Schedule of Changes in the Client's Total Other Postemployment Benefits (OPEB) Liability Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis – Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

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As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Education of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an

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opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

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Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

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OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

“Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement.”

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

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FEES

Our fees are outlined below.

Description of Services	Fee Amount
Audit of the Client's financial statements for the year ending June 30, 2024 including attendance testing and ASB walkthroughs for internal audit site visits	$163,000

The above fee assumes no more than two federal programs will be subject to testing in the period ended June 30, 2023. Each additional program requiring testing will be billed at $6,500 per program. We will invoice you as our services are rendered.
Invoices will be submitted as work progresses, which will include out-of-pocket expenses, between the date this letter is executed and the anticipated delivery date of our reports. Payment shall be made within 30 days upon submission of periodic invoices to the attention of Business Services, Sacramento City Unified School District, PO Box 246870, Sacramento, CA. 95824-6870.

In accordance with the requirements of Education Code Section 14505, the District will not be required to pay the final 10% of this amount until the current year audit report has been accepted by the State Controller's Office.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

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Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents

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and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Sacramento City Unified School District	Crowe LLP
	DocuSigned by: Jeffrey Jensen A4DD146890324EE...
Signature	Signature
	Jeffrey Jensen
Printed Name	Printed Name
	Partner
Title	Title
	March 20, 2024
Date	Date

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

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DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that

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determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above ("Materials"). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING –Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used

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in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

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NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

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causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe (“the Firm”) and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or

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omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

INSURANCE REQUIREMENTS – Prior to commencement of services and during the life of this Agreement, Crowe shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence and in the annual aggregate of four million dollars ($4,000,000) for bodily injury and property damage, including without limitation, blanket contractual liability. Crowe's general liability policies shall be primary and shall not seek contribution from the District's coverage.

PROFESSIONAL LIABILITY INSURANCE –Crowe shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the annual aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Crowe agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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Cherry Bekaert LLP
Your Guide Forward

Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies),* or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP September 29, 2022

Cherry Bekaert LLP

cbh.com

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AICPA

National Peer
Review Committee

October 20, 2022

Mark Baer Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904 Review Number: 592839

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

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Solution Tree

Solution Tree
Purchase Agreement

Effective June 17, 2022, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and Sacramento City Unified School District ("Customer") located at 5735 47th Avenue, Sacramento, CA 95824 agree as follows:

1. **Summary of Products and Services:** The Customer will purchase Solution Tree products and services ("Services") centered around PLC at Work® ("PLC at Work®") and project administration services ("Project Administration Services") according to the following schedule:

Products and Services: Year 1 2022-2023	
School Services ($308,000.00 per school)	$616,000.00
Project Administration	$61,600.00
Year 1 Total	**$677,600.00**

Products and Services: Year 2 2023-2024	
School Services ($299,250.00 per school)	$598,500.00
Project Administration	$59,850.00
Year 2 Total	**$658,350.00**

Products and Services: Year 3 2024-2025	
School Services ($247,250.00 per school)	$494,500.00
Project Administration	$49,450.00
Year 3 Total	**$543,950.00**

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due for year 1 plus any applicable taxes upon execution of this agreement. Customer will provide Solution Tree with additional purchase orders for years 2 and 3 at least 30 days prior to the start of the upcoming year's services. Each year upon receipt of the purchase order for the upcoming year, Solution Tree will invoice Customer for a non-refundable deposit of 20% of the total amount due, for the Project Administration Services, and for any products or services for which it customarily requires up-front payment. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. Solution Tree will invoice monthly for all subsequent work. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge as allowed by law.

3. **Project Administration Services:** Solution Tree will match each School with a certified PLC at Work® Associate ("Coach") who will coordinate the Services for the assigned School. Solution Tree will assign a Project Lead ("Project Lead") to oversee the Coaches, and a Project Administrator to coordinate the internal Solution Tree team, the Project Lead, and Coaches. This Project Administration Team will monitor, assess, and report on the School Services and will provide periodic feedback to the Customer.

4. **School Plans:** Each School will have its own Plan ("School Plan"), a sample of which is attached as Exhibit A, that will be collaboratively developed based on a thorough progress report at the beginning

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of the project. The School Plan will include PLC at Work® Services, and other topics based on need (i.e. mathematics, school culture, behavior, etc.). Each customized School Plan will be built on the following core components:

a. Onsite and/or virtual professional development for each school from certified Associates*
b. Book and video resources for school staff
a. Ongoing phone and email support from the Coach and Project Manager

**Onsite days may be delivered virtually. Virtual days are up to 6 hours of support.*

5. Professional Development

5.1. Description of Services: Solution Tree will provide a speaker ("Associate") to perform the professional development services described in Exhibit A.

5.2. Presentation Materials: Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

5.3. Venue and Audio/Visual Equipment: Customer will provide a venue, audio/video equipment, and technical support for all sessions in accordance with the technology requirements described in Exhibit C Solution Tree may terminate this Agreement if Customer's equipment is not up to the required standard by 30 days prior to the start of the services. If Customer's equipment fails during the services, Customer will still be liable for the full amount.

6. Global PD Teams Individual Licenses: Solution Tree grants Customer a limited, non-exclusive, non-transferable license for users to access Global PD Teams via the website currently at http://globalpd.com for one year beginning on the date of the first Global PD Teams invoice. Customer will use Global PD Teams in compliance with the Terms of Use located at http://globalpd.com/terms-of-use (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between this Agreement and the Terms of Use, the terms of this Agreement will take precedence.

7. General Terms

7.1. Intellectual Property: Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

7.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.

Solution Tree

c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.

d. All obligations unaffected by a Force Majeure Event will remain in place.

7.3. Termination: Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

7.4. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: DocuSigned by: Rose Ramos CC6FE7C204D7402... 01/23/2023

Rose Ramos — Date
Chief Business Officer
Sacramento City Unified School District

By: DocuSigned by: Shannon Ritz AC5A6CA77B4C485... 1/24/2023

Shannon R. Ritz — Date
Vice President of Professional Development
Solution Tree Inc.

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Exhibit A

Participating Schools: H. W. Harkness Elementary School
Elder Creek Elementary School

Sample School Plan Year 1 of 3

Service 1: PLC at Work Overview (1 day)

Target Date(s): August/September 2022

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Workshop Location: school site

Cost of Service: $7,500.00

Description of Service:
A PLC at Work associate will deliver a full-day PLC at Work overview session to school staff. The workshop will provide a baseline understanding of key concepts and vocabulary and build shared knowledge necessary to become a PLC at Work. Participants will understand the three big ideas of PLC at Work:

- A focus on learning
- A collaborative culture and collective responsibility
- A results orientation

And will develop a common understanding of the four critical questions of a PLC:

- What do we want our students to learn?
- How do we know if they have learned it?
- How will we respond when our students don't learn?
- How will we respond when our students do learn?

Service 2: Needs Assessment (2 days)

Target Date(s): August/September 2022

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Workshop Location: school site

Cost of Service: $15,500.00

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Description of Service:
The Needs Assessment will be conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with a building level review, and is comprised of onsite interviews and observations to obtain information and gather input to be used as baseline information. It is also used for the development of the customized PLC at Work implementation plan. The Needs Assessment will measure current school practices and policies against the standard of a PLC at Work. Interviews and observations will be conducted with school-based administrators and other select staff members as a part of the onsite analysis to gather information on initiatives and current practices in place.

Service 3: PLC at Work Essential Resources

Cost of Service: $4,000.00

Description of Service:
In order to provide continuous learning in a sustainable fashion through resources, a professional library will be compiled for the school based on need. It will include a copy of Learning by Doing 3rd edition for all staff and other relevant titles from leading educational authors for school teams. Other topic areas include but are not limited to, mathematics, literacy, leadership, school culture, and assessment.

Service 4: Project Planning: Part I (1 day)

Target Date(s): September 2022

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: $13,000.00

Description of Service:
This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work

Service 5: PLC at Work Leaders Implementation Training (6 days)

Target Date(s): September/October, December/January, and March/April (2 days per visit, 3 visits)

Associate(s): TBD

Participant Demographics: school leadership team

Number of Participants: TBD

Cost of Service: $60,000.00

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Description of Service:
The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Understand the concept and attributes of a PLC at Work
- Examine research-based best practices and standards for becoming a PLC at Work
- Experience and create sample processes and products reflective of a PLC at Work
- Acquire strategies and tools for designing, implementing, and evaluating a school's journey towards becoming a PLC at Work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

Service 6: Project Planning Part II (1 day)

Target Date(s): January/February 2023

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: $13,000.00

Description of Service:
This session is designed as a midpoint check in to review progress and determine next steps. Other items for discussion may include:

- Artifacts generated by the school
- Review of progress against established goals and benchmarks
- Adjust and realign goals as needed

Service 7: Embedded Coaching: PLC at Work and other Content Days (30 Days)

Target Date(s): scheduled throughout the 2022-23 school year

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: school site

Cost of Service: $195,000.00

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Description of Service:
These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

DocuSign Envelope ID: 16E940DB-51AA-44D5-8135-AD1C1DBE2270

Solution Tree

Sample Pilot School Plan Year 2 of 3

Service 1: Progress Report (1 day)

Target Date(s): August/September 2023

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Workshop Location: school site

Cost of Service: $7,750.00

Description of Service:
The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of onsite interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

Service 2: PLC at Work Essential Resources & Global PD

Cost of Service: $4,000.00

Description of Service:
A continuation of Year 1 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

Service 3: Project Planning: Part I (1 day)

Target Date(s): September 2023

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: $13,000.00

DocuSign Envelope ID: 16E940DB-51AA-44D5-8135-AD1C1DBE2270

Description of Service:
This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work

Service 4: RTI at Work™ Leaders Implementation Training (6 days)

Target Date(s): September/October, December/January, and March/April (2 days per visit, 3 visits)

Associate(s): TBD

Participant Demographics: school leadership team

Number of Participants: TBD

Cost of Service: $60,000.00

Description of Service:
The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Deepen their understanding of essential concepts and attributes of the RTI at Work process
- Examine research-based best practices and standards regarding RTI at Work
- Acquire strategies and tools for designing, implementing, and evaluating their school's response to intervention process
- Design and execute a plan of action for implementing the RTI at Work process at their school
- Apply new learning to real work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

Service 5: Project Planning Part II (1 day)

Target Date(s): January/February 2024

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: $13,000.00

Description of Service:
This session is designed as a midpoint check in to review progress and determine next steps. Other items for discussion may include:

- Artifacts generated by the school
- Review of progress against established goals and benchmarks
- Adjust and realign goals as needed

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Service 6: Embedded Coaching: PLC at Work and other Content Days (31 Days)

Target Date(s): scheduled throughout the 2023-24 school year

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: school site

Cost of Service: $201,500.00

Description of Service: These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

DocuSign Envelope ID: 16E940DB-51AA-44D5-8135-AD1C1DBE2270

Solution Tree

Sample Pilot School Plan Year 3 of 3

Service 1: Progress Report (1 day)

Target Date(s): August/September 2024

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Workshop Location: school site

Cost of Service: $7,750.00

Description of Service:
The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of onsite interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

Service 2: PLC at Work Essential Resources & Global PD

Cost of Service: $4,000.00

Description of Service:
A continuation of Year 1 and 2 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

Service 3: Project Planning: Part I (1 day)

Target Date(s): September 2024

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: $13,000.00

DocuSign Envelope ID: 16E940DB-51AA-44D5-8135-AD1C1DBE2270

Description of Service:
This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work™

Service 4: Assessment Leaders Implementation Training (6 days)

Target Date(s): September/October, December/January, and March/April (2 days per visit, 3 visits)

Associate(s): TBD

Participant Demographics: school leadership team

Number of Participants: TBD

Cost of Service: $60,000.00

Description of Service:
The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Build capacity over a yearlong series of professional development sessions for creating and supporting effective assessment practices.
- Evaluate current assessment practices and explore the complexities of a balanced assessment architecture.
- Explore assessment practices that support quality decision-making for instructional agility in the classroom.
- Support leadership teams as they navigate transforming assessments to develop student investment in the process.

Service 5: Embedded Coaching: PLC at Work and other Content Days (24 Days)

Target Date(s): scheduled throughout the 2024-25 school year

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: school site

Cost of Service: $156,000.00

DocuSign Envelope ID: 16E940DB-51AA-44D5-8135-AD1C1DBE2270

Description of Service:
These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

Service 6: PLC at Work Celebration (1 day)

Target Date(s): at the end of the 2024-2025 school year

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: school site

Cost of Service: $6,500.00

Description of Service:
An Associate collaborates with school leadership to develop a celebration day that encapsulates the school's Professional Learning Community journey. This celebration provides the opportunity for the district and school leadership along with each collaborative team to reflect on where they started and where they are at the conclusion of the project. Each member of the school team (including students) can and should be a part of the celebration through the sharing of artifacts, testimonials, and evidence of the learning they have attained. The celebration embraces the importance of acknowledging that the process takes time and requires continuous learning by all. It allows for the school to celebrate not only together, but also with other stakeholders of the school and community in this important work.

Sacramento City Unified School District

FACILITIES SUPPORT SERVICES

425 1st Avenue• Sacramento, CA 95818

Janea Marking, Chief Business and Operations Officer
Chris Ralston, Assistant Superintendent

AMENDMENT NO. # 1 TO AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR NICHOLAS ELEMENTARY SCHOOL NEW SCHOOL CONSTRUCTION AND MODERNIZATION

This Amendment to the Agreement for Inspector Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and California Inspection Network, Inc. (Inspector) (collectively the "Parties"):

Section I. Amendment to Agreement for Inspector Services originally entered on November 2, 2023;.

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 April 4, 2024.

2. **RECITALS:**

   This Amendment 1 revises Paragraph A to read as follow:

   A. DISTRICT intends to construct New Construction and Modernization, Increment 1 and Increment 2 at Nicholas Elementary School located at 6601 Steiner Drive, Sacramento, CA hereinafter the "Project"

3. **ARTICLE 4: COMPENSATION:**

   This Amendment 1 revises Paragraph 1 of Article 4 to read as follows:

   District agrees to pay INSPECTOR for services rendered and accepted by the DISTRICT at the below labor rates. Total compensation shall not exceed **Four Hundred Eighty-Seven Thousand Six Hundred Five Dollars and NO/100 ($487,605.00)** for this Agreement. Inspector will be paid for hours worked (not a lump sum) and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Labor Rates		
Inspector	$110.00	
Administration	$75.00	

Description of funding changes to Agreement:

Original Increment 1 Agreement amount	$95,700.00
Previous amendments	$0.00
Agreement amount prior to this Amendment 1	$95,700.00
Amount of this Amendment 1 for Increment 2	$391,905.00

NEW AGREEMENT AMOUNT **$487,605.00**

Section IL All Other Provisions Reaffirmed.

All other provisions of the Agreement for Inspector 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 Inspector 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 Inspector 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: April 4, 2024

Sacramento City Unified School District	**California Inspection Network, Inc.**
Janea Marking Chief Business and Operations Officer	Nate Heninger Vice President

DOCUMENT 00 63 63

CHANGE ORDER FORM

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

CHANGE ORDER NO.:
1

CHANGE ORDER

Project:
Hiram Johnson High School Baseball/Softball/Golf Facility

Date: 3/8/2024
DSA File No.: 34-H7
DSA Appl. No.: 02-120164

Project#: 0520-442
The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
5735 47th Ave., Sacramento, CA 95824
Architect: Verde Design
1843 Iron Point Rd. #140, Folsom, CA 95630

Contractor: AM Stephens
1030 N Guild Ave., Lodi, CA 95240

Construction Manager: Innovative Construction Services
5433 El Camino Avenue Suite 2
Carmichael, CA 95608

Original Contract Allowance: $500,000.00

Reference	Description	Cost	Days Ext.
AEDs 1-18 (14 is VOID)	Reconciliation of project allowance.	($181,066.00)	0

Contract time will be adjusted as follows:	Original Contract Amount:	**$7,464,00.00**
Previous Completion Date: **7/14/2023**	Amount of Previously Approved Change Order(s):	**$0.00**
Calendar Days Extension (zero unless specified): **60 days**	Amount of This Change Order:	**($181,066.00)**
Current Completion Date: **9/14/2023**	Revised Contract Amount: After This Change Order	**$7,282,934.00**

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: Sacramento City USD Janea Marking, Chief Business Officer Date	Contractor: AM Stephens Greg Stephens Date 3/12/2024
Architect: Verde Design Chris Sullivan Date 3/13/24	Construction Manager: ICS Paul Borcherding Date 3/12/24

END OF DOCUMENT