



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item#13.1b

Meeting Date: September 19, 2024

Subject: Approve Contracts Report >\$15,000

- 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. Contracts Reports > \$114, 500

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Contracts Report >\$15,000

Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
SA25-00241	Solution Tree	Service Agreement	Academic Office	Yvonne Wright	Yvonne Wright	No	7/1/24-6/30/25	YEAR 3 of 3 for professional learning, products and services	General	0000	\$543,950.00	9/9/2024
SA25-00344	Collaborative Learning Solutions	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	7/1/24-6/30/25	Consultation and technical assistance with disproportionality and significant disproportionality	Spec Ed-IDEA Early Interv Svs	3312	\$420,600.00	9/9/2024
SA25-00016	Core Districts	Service Agreement	Academic Office	Yvonne Wright	Yvonne Wright	Yes	7/1/24-6/30/25	Provide improvement assistance to the Superintendent, the District's working Cabinet and Board.	General	0000	\$198,375.00	9/9/2024
SA24-00744	Crowe	Service Agreement	Business Services	Janea Marking	Janea Marking	No	7/1/24-6/30/25	Amendments No. 1 and 2 for GASB 34 Conversion and additional billing in accordance with 2023 audit engagement letter Total increase: \$20,500	General	0000	\$183,500.00	9/9/2024
SA25-00353	Niti Sharma	Service Agreement	Accounting	Cindy Tao	Janea Marking	Yes	9/1/24 - 6/30/25	Independent Contractor for Business Services Accounting and Budget Dept.	General	0000	\$150,000.00	9/9/2024
R25-01587	N2Y LLC	Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	Yes	8/04/24-8/03/25	Unique Learning curriculum license subscription renewal	Special Education	6500	\$148,340.95	9/9/2024
R25-01578	CDW	Purchase Order	Academic Office	Mikila Fetzer	Yvonne Wright	Yes	9/1/24-9/1/27	Good Workspace for Education Multi-Year (3) YR pay	Learning Recovery Emergency Block Grant	7435	\$129,116.00	9/9/2024
SA25-00354	Law Offices of Mark T. Harris	Service Agreement	Admin-Legal Counsel	Mary Hardin Young	Mary Hardin Young	Yes	7/1/24-6/30/25	Provide SCUSD legal counsel with respect to social justice and civil rights matters.	General	0000	\$125,000.00	9/9/2024
SA25-00275	Food Literacy	Service Agreement	Youth Development	Manpreet Kaur	Mary Hardin Young	Yes	7/1/24-6/30/25	Inspire kids to eat their vegetables, teach children in the low-income ES', cooking, nutrition, gardening and active play to improve their health, environment and economy.	ASES	6010	\$112,000.00	9/9/2024
R25-01509	Global Equipment Co	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	7/1/24-6/30/25	Ten (10) mobile Generac light towers for sports fields. Omnia contract #R211402	Ongoing Maintenance	8150	\$96,907.89	9/9/2024
SA25-00335	Leaders of Tomorrow	Service Agreement	Youth Development	Manpreet Kaur	Mary Hardin Young	No	6/24/24-7/26/24	Provide summer enrichment activities to various SCUSD sites supporting SummerMatters program. To pay final invoices from SA24-00835	Expanded Learning	2600	\$94,080.00	9/9/2024
SA25-00330	Dream Enrichment Classes	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	7/1/24-6/30/25	Provide programming and services around movement that honors the mind, body and spirit through the use of visual and performing arts during after school program at various SCUSD sites.	ASES / Expanded Learning	6010 / 2600	\$86,800.00	9/9/2024
R25-01591	Texthelp, Inc	Purchase Order	Academic Office	Erin Hanson	Yvonne Wright	Yes	9/27/24-9/27/25	12-month District renewal subscription to OrbitNote and Read& Write	LCFF 15% Concentration	0006	\$82,741.84	9/9/2024
R25-01542	Open Text, Inc	Purchase Order	Technology Services	Tim Rocco	Tin Rocco	Yes	12/31/24-12/30/25	Open Text license and maintenance renewal	General	0000	\$79,985.04	9/9/2024
SA25-00347	Empowering Possibilities	Service Agreement	Youth Development	Manpreet Kaur	Mary Hardin Young	No	6/24/24-7/26/24	Provide summer enrichment activities to Mark Twain ES supporting SummerMatters program. To pay final invoices from SA24-00831	ASES / Expanded Learning	6010 / 2600	\$62,720.00	9/9/2024
SA25-00338	YMCA	Service Agreement	Youth Development	Manpreet Kaur	Mary Hardin Young	No	6/24/24-7/26/24	Provide summer enrichment activities to Leataata Floyd supporting SummerMatters program. To pay final invoices from SA24-00838	Expanded Learning / 21st Century Comm	2600 / 4124	\$56,213.17	9/9/2024

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Contracts Report >\$15,000

Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
SA25-00339	HMC Architects	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	8/1/24 - 9/17/25	Add four (4) level 2 charges and one (1) single for the Bus Electrification and Site Improvements at Transportation	Measure H	9809	\$52,500.00	9/9/2024
R25-00820	J.L. and/or C.R. (Parents)	Blanket Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	Yes	6/06/24-08/19/26	Settlement Agreement between J.L. and C.R "Parents" on behalf of their child, and the District for educational services fund.	Special Education	6500	\$50,000.00	9/9/2024
SA25-00345	Armand Perez dba AP Construction Services	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	9/9/24-3/31/25	DSA Inspection and administration services for the JFK Swimming Pool Upgrade project	Measure Q	9808	\$46,900.00	9/9/2024
SA25-00272	Sistabees	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	7/1/24-6/30/25	Provide safe, inclusive spaces for young women and females of color to connect, learn and celebrate at various SCUSD sites.	ASES / Expanded Learning	6010 / 2600	\$43,648.00	9/9/2024
SA25-00352	Dwight Taylor Sr	Service Agreement	Umoja	LuTisha Stockdale	Yvonne Wright	Yes	9/3/24-6/12/25	Speaking/facilitating workshop for 53 Umoja student interventions / support sessions	ESSA, Comp Suprt & Imp	3182	\$39,909.00	9/9/2024
SA25-00166	Everyday Speech LLC	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24-6/30/25	24-25 Renewal of Social Communication Curriculum and Social Emotional Learning Licenses	Special Education	6500	\$39,329.16	9/9/2024
SA25-00271	Nexplore LLC	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	7/1/24-6/30/25	Support the development of confidence, empathy, self-awareness and interpersonal skills for students at David Lubin, Matsuyama and SES	Expanded Learning	2600	\$39,000.00	9/9/2024
SA25-00368	Victory 4 Youth	Service Agreement	Youth Development	Manpreet Kaur	Yvonne Wright	Yes	7/1/24 - 6/30/25	Supports the development of confidence, empathy, self-awareness and interpersonal skills	Expanded Learning	2600	\$39,000.00	9/9/2024
RT25-00010	Textbook Warehouse	Purchase Order	Library/Textbook Servi	Erin Hanson	Yvonne Wright	Yes	7/1/24-6/30/25	ELD workbooks	Lottery/Instructional Materials	6300	\$35,001.19	9/9/2024
R25-00373	Yasmine, Inc	Blanket Purchase Order	Equity, Access & Excel	David Parsh	Yvonne Wright	Yes	7/1/24-6/30/25	Referee fees for District sports SY2024-25	LCFF District Wide Support	0011	\$34,000.00	9/9/2024
R25-01488	K.C. (Parent)	Blanket Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/10/24-08/10/25	Settlement Agreement between K.C. "Parent" on behalf of her child, and the District for educational services fund.	Special Education	6500	\$34,000.00	9/9/2024
R25-01714	Geary Pacific Corporation	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	8/28/24-6/30/25	Emergency HVAC heat pump order for Alice Birney Public Waldorf School to reduce Co2 emissions	Measure H	9809	\$31,828.92	9/9/2024
R25-00179	Transtraks	Blanket Purchase Order	Transportation Service	Ron Hill	Janea Marking	Yes	7/1/24-6/30/25	Transportation data management during SY2024-25	Transportation/Special Education Transportation	0723/0724	\$31,500.00	9/9/2024
R25-01487	A.G. (Parent)	Blanket Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/03/24-12/31/26	Settlement Agreement between A.G. "Parent" on behalf of her child, and the District for educational services fund.	Special Education	6500	\$31,250.00	9/9/2024
SA25-00332	The Hawk Institute	Service Agreement	Umoja	Jerad Hyden	Yvonne Wright	Yes	9/1/24-5/30/25	Weekly academic intervention, monthly on campus haircuts for students, Saturday academy on designated Saturdays during program duration	ESSA, Comp Suprt & Imp	3182	\$30,000.00	9/9/2024
R25-01435	DFS Flooring, LP	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	7/1/24-6/30/25	Carpet tile for Serna Center conference rooms	Ongoing Maintenance	8150	\$25,138.49	9/9/2024
R25-00488	All West Coachlines	Blanket Purchase Order	John F. Kennedy HS	Tuan Duong	Yvonne Wright	Yes	7/1/24-6/30/25	Charter bus transportation for sports programs during SY2024-25	General	0000	\$25,000.00	9/9/2024
SA25-00362	Learning Pathways	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24-6/30/25	IEE-Psycho Educational Assessment	Special Education	6500	\$24,900.00	9/9/2024

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Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
R25-01376	All West Coachlines	Blanket Purchase Order	Rosemont HS	Tuan Duong	Yvonne Wright	Yes	7/1/24-6/30/25	Charter bus transportation for sports programs during SY2024-25	General	0000	\$24,000.00	9/9/2024
R25-01442	All West Coachlines	Blanket Purchase Order	Hiram Johnson HS	Jerad Hyden	Yvonne Wright	Yes	7/1/24-6/30/25	Charter bus transportation for sports programs during SY2024-25	General	0000	\$24,000.00	9/9/2024
SA25-00158	Michelle Pledger dba Living for Liberation	Service Agreement	Academic Office	Yvonne Wright	Yvonne Wright	Yes	8/14/24-8/15/24	Pre-Service Keynote; 4-separate interactive keynotes. INCREASE of \$1,124.21 for travel expenses	General	0000	\$23,124.21	9/9/2024
R25-00366	Curriculum Associates, Inc	Purchase Order	Parkway Elementary	Aprille Shafto	Yvonne Wright	Yes	7/1/24-6/30/25	i-Ready Math and Reading Site license subscription for SY2024-25	IASA-Title I Basic Grants-Low	3010	\$21,155.00	9/9/2024
R25-00913	R.D. (Parent)	Blanket Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	No	9/28/21-9/28/24	Settlement Agreement between R.D. "Parent" on behalf of her child, and the District for educational related services.	Special Education	6500	\$20,000.00	9/9/2024
R25-01305	Complete Building & Office Cleaning	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	7/1/24-6/30/25	Chavez/Kemble new campus cleaning	Measure H	9809	\$20,000.00	9/9/2024
R25-01555	All West Coachlines	Blanket Purchase Order	Luther Burbank HS	Tuan Duong	Yvonne Wright	Yes	7/1/24-6/30/25	Charter bus transportation for sports programs during SY2024-25	General	0000	\$20,000.00	9/9/2024
SA25-00029	Grace Fa'avesi	Service Agreement	Foster Youth	Jacqueline Garne	Yvonne Wright	Yes	7/1/24-6/30/25	Provide TUPE prevention and education, youth leadership development and family engagement through implementation of the Bloom Leadership at HJHS, JFK, LBHS and Health Professions HS	TUPE-Grds 6-12 Cohort M Tier 2	6695	\$20,000.00	9/9/2024
SA25-00379	University Enterprises	Service Agreement	Human Resources	Cancy McArn	Cancy McArn	No	7/1/23 - 6/30/25	Focus group cert personnel recruitment	Educator Effectiveness	6266	\$19,919.62	9/9/2024
SA25-00254	Sierra Nevada Journeys	Service Agreement	Bowling Green Chacor	Sylvia Silva-Torre	Yvonne Wright	No	10/11/23-5/29/24	Three six-week long sessions for 1st-6th grade	Expanded Learning	2600	\$18,000.00	9/9/2024
R25-01516	Lightspeed Technologies	Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24-6/30/25	Instructional audio devices for the classroom	Special Education	6500	\$17,808.45	9/9/2024
SA25-00320	Create Professional	Service Agreement	Isador Cohen	Enrique Flores	Yvonne Wright	Yes	7/1/24-6/30/25	Professional development for Middle Eastern and Afghan Experience C.R.E.A.T.E.	ESSA, Comp Suprt & Imp	3182	\$15,500.00	9/9/2024
SA25-00366	Parent Teacher Home Visits	Service Agreement	Parent Engagement	Dr. Kelley Odipo	Mary Hardin Young	Yes	7/1/24-6/30/25	PTHV introductory training	Home Visits (Title I)	3017	\$15,300.00	9/9/2024
SA25-00324	SAC Cnty Sheriff Off Duty Employment	Service Agreement	Safe Schools	Ray Lozada	Mary Hardin Young	Yes	7/1/24 - 6/30/25	Law enforcement will provide coverage during large events such as graduations, games, dances, etc	General	0000	\$15,000.00	9/9/2024



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:

- 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

- 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.
- 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.
- 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



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.



- 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 01/23/2023
CC8FE7C204D7402...
 Rose Ramos Date
 Chief Business Officer
 Sacramento City Unified School District

By: DocuSigned by: Shannon Ritz 1/24/2023
AG5A86A77B4C485...
 Shannon R. Ritz Date
 Vice President of Professional Development
 Solution Tree Inc.



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



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



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



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



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



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



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



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



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



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

Contract for Services:

Consultation and Coaching

July, 2024



GENERAL PROVISIONS

1. Contract

This Contract is entered into this **25th** day of **July, 2024**, between **Sacramento City Unified School District** (hereinafter referred to as "LEA") and Collaborative Learning Solutions, LLC (hereinafter referred to as "CONTRACTOR") for the purpose of providing consultation, coaching, and/or professional learning to LEA. CONTRACTOR and LEA may be referred to individual or collectively as "The Parties".

2. Compliance with Laws, Statutes, Regulations, LEA Policies and Procedures

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR will verify TB and LiveScan status of all employees.

3. Term of Contract

The term ("Term") of this CONTRACT shall commence on **July 25, 2024** and shall end on **June 30, 2025**.

4. Contract Execution

LEA and CONTRACTOR are responsible for the full execution of this contract upon formal approval by both parties. No contract work shall be requested by LEA or completed by CONTRACTOR without a fully executed contract in place.

Contracts not fully executed within 45 days of LEA approval shall be subject to review and possible revision of fees for contracted services.

ADMINISTRATION OF CONTRACT

5. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

6. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to



administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

7. Contract Termination

Either party may terminate this Contract with or without a material breach by the other party.

To terminate because of a material breach by the other party, the terminating party shall give the other party written notice specifying the material breach in detail. Unless such material breach is cured to the reasonable satisfaction of the terminating party, this Contract shall end on the thirtieth (30th) day after the breaching party's receipt of such written notice.

To terminate the Contract without a material breach, either party shall give the other party written notice of termination which shall end this contract on the sixtieth (60th) after the other party's receipt of such notice.

In the event of a prepayment of funding by the LEA, the LEA shall forfeit any and all prepaid funds if early contract termination is requested without notice of a material breach.

8. Cancellation/Postponement of Service Days

LEA and CONTRACTOR agree to honor and fulfill scheduled consulting, coaching, and professional development days as mutually agreed upon in advance. In most cases the scheduling of service days will require preparation, schedule coordination, and at times travel time and related travel expenses.

Cancellation or postponement of service days must be communicated in writing to all related parties a minimum of 24 hours in advance. If LEA cancels or postpones a service day less than 24 hours in advance the LEA shall agree to pay for this day at the CONTRACTORS current daily rate plus any related travel expenses incurred which CONTRACTOR is unable to cancel.

9. Delays or Rollovers into the Next School Year

Without an agreed and signed amendment extending the time for performance of this Contract, the Contract shall conclude on the end date stated in Paragraph 3, above, with any unbilled/remaining balance due to the CONTRACTOR. LEA extension requests for a Contract delay or rollover into the next school year for any reason, shall be considered by CONTRACTOR on a case-by-case basis taking into account CONTRACTOR's overhead obligations, staffing, and other obligations. In no case will the CONTRACTOR roll over more than ten percent (10%) of the service days provided in this Contract. Additionally CONTRACTOR will not rollover performance of the Contract's terms for more than seventy (70) calendar days beyond the end date stated in Paragraph 3.

10. Insurance

CONTRACTOR shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by CONTRACTOR, its agents, representatives, or employees.



A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$2,000,000 combined single limit.
3. Professional Liability/errors and omissions coverages: \$2,000,000 per occurrence/\$2,000,000 aggregate.

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations through an amendment to this Contract.

11. Indemnification and Hold Harmless

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Contract.

12. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.



COMPENSATION

13. Total Contract Amount: \$435,200.

This rate is inclusive of preparation and travel.

The total cost amount includes all consultation, coaching, and professional development services outlined in Section 19.

The LEA shall pay to CONTRACTOR the Contract Amount on the following schedule:

10% Payable upon Contract Execution: \$43,520. The amount payable upon contract execution shall be invoiced NET 30 with the first payment as noted below..

Payment schedule as follows:

August 1, 2024	\$141,440
October 1, 2024	\$97,920
January 1, 2025	\$97,920
April 1, 2025	\$97,920

CONTRACTOR will invoice the LEA in accordance with the payment schedule for amounts due. All related invoices shall be NET 30.

LEA will be responsible to collaborate with CONTRACTOR to develop a schedule for delivery of all services as outlined in Section 19 on mutually agreed-upon dates. Service Delivery Schedule shall be completed within 60 days of board approval.

Should LEA not respond to CONTRACTOR's request(s) to schedule delivery of services, CONTRACTOR reserves the right to charge LEA for any and all unscheduled services not completed within the term of the contract.

Any modification to the agreed-upon schedule must be agreed upon in writing by both LEA and CONTRACTOR.

CONTRACTOR'S daily rate is \$6,000 per Consultant. CONTRACTOR'S hourly rate is \$625 for VIRTUAL services which do not require travel.

CONTRACTOR charges a daily fee of \$1,300 for Project Management & Travel per contracted day.



14. Independent Contractor

CONTRACTOR'S relationship with LEA will be that of an independent contractor, and nothing in this Agreement will be construed to create an employer-employee, joint venture, partnership, agency or other relationship between LEA and CONTRACTOR. CONTRACTOR has no authority to act on behalf of or to enter into any contract, or to incur any liability on behalf of LEA. LEA agrees that during the term of this Agreement, or any extension or renewal thereof, CONTRACTOR may be engaged by other persons, firms or corporations; provided, however, that the provisions of this Agreement will be strictly observed by CONTRACTOR with respect to such other persons, firms or corporations. CONTRACTOR is solely responsible for all taxes related to the services hereunder including, but not limited to, payments to or taxes for its employees or subcontractors, withholdings and other similar U.S. or international statutory obligations including, without limitation, Workers Compensation Insurance, Social Security, federal, state or any other employee payroll taxes. In the performance of all services hereunder, CONTRACTOR will comply with all applicable laws and regulations.

15. Representations and Warranties

Each Party represents and warrants to the other Party as follows:

That the individual(s) signing this Agreement on behalf of the respective Party has the full right, power, and authority to bind the respective Party to this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE SHALL BE NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ANY AND ALL SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT (INCLUDING BUT NOT LIMITED TO COPYRIGHT INFRINGEMENT BY LEA TO THIRD PARTIES), MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING OR PERFORMANCE UNDER THIS AGREEMENT

The Parties shall use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and make effective the services contemplated by this Agreement.

CONTRACTOR shall provide the Services identified in Section 19 in a timely and professional manner and LEA agrees to cooperate and provide information, personnel or documents to CONTRACTOR upon reasonable request and in a timely fashion that enables CONTRACTOR to complete those services identified in Exhibit A.

The Parties represent that no works will infringe on the copyright, patent, trademarks, publicity, privacy, trade secrets or other intellectual property rights of any third party.

16. Limitation on Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY (INCLUDING STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR FOR INTERRUPTED COMMUNICATIONS, INCURRED BY



EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY WITH RESPECT TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION HEREOF.

17. Confidential Information

"Confidential Information" shall include all information delivered by one Party to the other Party during the Term of this Agreement including, but not limited to, any and all methods, processes, strategies, plans, formulas, software, programs, sales and marketing information, technical and financial information, data, know-how, documentation and other information disclosed after the Effective Date, whether disclosed visually, orally, or in writing, and whether or not tangibly recorded, by one Party ("the Disclosing Party") to the other Party ("the Receiving Party"). Except as otherwise provided in this Agreement, each Party considers any and all Confidential Information to be proprietary, and all of the Disclosing Party's Confidential Information shall at all times, and throughout the world, remain the property of the Disclosing Party, exclusively, and all applicable intellectual property rights in Disclosing Party's Confidential Information shall remain the property of the Disclosing Party, exclusively. Upon termination of this Agreement, the Receiving Party shall return to the Disclosing Party all tangible materials and copies thereof containing Confidential Information received from the Disclosing Party.

The Receiving Party agrees to restrict disclosure of the Disclosing Party's Confidential Information to those persons involved who have a "need to know". The Receiving Party and any persons involved on the Receiving Party's behalf: (i) shall maintain the confidentiality of the Disclosing Party's Confidential Information; (ii) shall not disclose such Confidential Information to any third party; and (iii) shall only use such Confidential Information for purposes of performing this Agreement. The Receiving Party agrees to handle the Disclosing Party's Confidential Information with the same degree of care that the Receiving Party applies to its own Confidential Information of similar type, but in no event less than reasonable care.

The obligation to protect the Disclosing Party's Confidential Information and the liability for unauthorized disclosure or use of such information shall not apply with respect to information that: (1) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information; (2) is known, or that becomes known to the general public without breach of this Agreement; (3) was known to the Receiving Party without confidential limitation at the time of disclosure by the Disclosing Party, as evidenced by documentation in the Receiving Party's possession; (4) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (5) is disclosed in response to a valid order to a court, regulatory agents, or other governmental body in the United States or any political subdivision thereof, but only to the extent and for the purposes stated in such order; provided, however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and cooperate with the Disclosing Party if it desires to seek an appropriate protective order; or (6) is received rightfully and without restriction from a third party.

The parties hereto acknowledge that LEA possesses and will possess non-public information that has been created, discovered or developed by, or has otherwise become known to, LEA (including, without limitation, information created, discovered, developed or made known to CONTRACTOR arising specifically out of its retention as a CONTRACTOR by LEA), and/or in



which property rights have been assigned or otherwise conveyed or disclosed to LEA, which information has commercial value in the business in which LEA is engaged or intends to engage. All of the aforementioned information is hereinafter called "Confidential Information". By way of illustration, but not limitation, Confidential Information includes trademarks, patents, patent applications, trade secrets, research results, processes, formulae, data and know-how, improvements, designs, prototypes, inventions, techniques, technology (whether patentable or not), marketing plans, business plans, strategies, forecasts and customer lists and customer information of LEA. Confidential Information also includes any information which LEA has received from a third party which LEA is obligated to treat as confidential or proprietary.

Except as required by law, at all times CONTRACTOR and CONTRACTOR's employees and agents will keep in confidence and trust all Confidential Information and will not disclose, sell, use, lecture on, or publish any Confidential Information without the prior written consent of LEA, except as may be necessary in the ordinary course of performing his, her or its duties as a CONTRACTOR of LEA, and except that CONTRACTOR may disclose such information to his, her or its attorneys, agents and other business representatives as required by law. CONTRACTOR will also use his, her or its good faith efforts to ensure that his, her or its employees and CONTRACTORS also are aware of and comply with these obligations of non-disclosure and non-use.

18. Contract Dispute Resolution

Any disputes or disagreements between LEA and CONTRACTOR regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Contract. The provision in this section of the Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If a dispute arises under this Contract that the Parties herein cannot resolve, said dispute will be resolved as follows: the parties shall first make a good faith effort to resolve the dispute through mediation within 60 days of the notice of dispute, or pending the Parties' mediator's first date of availability. The mediation shall be conducted in California and unless the parties mutually agree that the mediation will be held remotely, the mediation will be held in a single physical location in Riverside County California.

Neither Party may submit the claim to arbitration until fifteen (15) days after the mediation session between the parties or ninety (90) days after the matter has been first referred to mediation, whichever is the first to occur. If the parties do not resolve the dispute by mediation within the



period described above, either Party shall refer the dispute for resolution by binding Arbitration. If the Parties cannot mutually agree on a single Arbitrator, each party will provide the name one (1) potential Arbitrator. Thereafter, the Parties proffered two potential Arbitrators will then select a third neutral Arbitrator as the sole "Final Arbitrator". The determination of the choice of the Final Arbitrator will be final and binding on the parties. The parties agree to equally share the costs of any mediation and/or binding arbitration.

The arbitration shall be conducted in California and administered by the American Arbitration Association in accordance with its Commercial Rules and, unless the parties mutually agree that the arbitration will be held remotely, the arbitration will be held in a single physical location in Riverside County California. The arbitrator shall have the authority to determine an appropriate remedy in connection with any matter brought before the arbitrator, including sanctions or interlocutory relief with respect to discovery, provided that such remedy must be of a nature which a court could award if the matter had been litigated in a court of competent jurisdiction. The decision of the arbitrator shall be final and binding on all parties. Judgment upon the award rendered by the arbitrator, including any interlocutory relief or sanctions granted or issued by the arbitrator with respect to matters related to discovery, may be entered in any court having jurisdiction thereof.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

In the event a Party refuses to participate in this Contract Dispute Resolution Process identified herein, the Parties hereby agree and consent to the exclusive jurisdiction of Courts of the State of California, County of Riverside.

WORK TO BE PERFORMED

19. Scope of Work/Services

Services to be rendered to LEA by the CONTRACTOR as described below:

Solution	Number of Days	Total Investment
<p>Academic Office Leadership Team (AOLT) Consultation Consultation and coaching for the Academic Office leadership team focused on the integration of multiple initiatives across the district. Sessions include an annual planning day to establish measurable annual goals for the team and quarterly meetings to set quarterly priorities and evaluate the previous quarter's performance. Consultation also includes meetings with the Chief Academic Officer and members of the leadership</p>	5	\$30,000

<p>team regarding compliance with special education monitoring activities and the recent settlement agreement.</p>		
<p>District Consultation Monthly Workgroups may include: discipline data audit and adjustments related to significant disproportionality (development, implementation and monitoring the CIM for CCEIS plan), implementation of various district action plans, and district leadership team consultation for establishing a district-wide integrated framework for MTSS.</p>	<p>12</p>	<p>\$72,000</p>
<p>Restorative Practices Training (up to 45 Participants) CLS Consultants will provide two (2) days of foundational Restorative Practices Training for the district team working to develop a set of Restorative Discipline Guidelines. Restorative practice is a social science that studies how to build social capital and achieve social discipline through participatory learning and decision making. Restorative practices change the way we look at traditional behavior management by promoting the power of relationship and community building, rather than the power of punishment as a motivator. Restorative practices provide a framework and structure for responding to challenging behavior through authentic dialogue, self-reflection, empathy and accountability.</p> <p>Responsive Discipline Guidelines CLS Consultants will work with a district team over five (5) days to establish a set of universal discipline guidelines that will assist school leadership with responses to student misbehavior that are grounded in restoration and skill acquisition. The guidelines will also provide guidance on the use of removals and exclusionary responses (i.e. suspensions). <i>Credit of \$25,000 for 5 days at the 23-24 rate</i></p>	<p>7</p>	<p>\$42,000 -\$25,000 \$17,000</p>



<p>Social Emotional Behavioral Program (SEBP) CLS Consultants will provide support to the specialized programs serving students with disabilities identified as having significant emotional and behavioral disorders (EBD). Consultants will use the C5 framework to support improvement initiatives to increase the effectiveness of the programs. Days are used as follows:</p> <ul style="list-style-type: none"> ● District Leadership Team Virtual Coaching (3) ● Program Administrator Coaching (4) ● Tiered Team Coaching (8) ● Classroom Coaching (27) <p><i>*Credit of \$85,000 for 17 days at the 23-24 rate</i></p> <p>Professional Learning (Monthly-included with coaching)</p> <ul style="list-style-type: none"> ● Mental Health Collaboration-In Person (2) ● Mental Health Collaboration-Virtual-(3) ● Fidelity Walkthroughs (3) 	50	\$300,000 -\$85,000 \$215,000
<p>SEBP Software for up to 4 Classrooms</p>		\$5,000
<p>Project Management & Travel CLS charges a daily fee of \$1,300 for Project Management & Travel per consultant. This fee includes the following items:</p> <ul style="list-style-type: none"> ● Overall project management and oversight ● One dedicated Project Lead ● All pre and post-meetings with our partners ● Preparation and training customization ● Travel-related expenses such as lodging, meals, mileage, flights, car rental, etc. ● Training material expenses ● Any and all other expenses related to the contract 	74	\$96,200
<p>TOTAL INVESTMENT</p>	74	\$435,200



Note: Any service/support hours that exceed the hours allocated above, as well as service/support hours that are requested or necessary after June 30, 2025, will be billed in addition to the contract amount at the CONTRACTOR'S published daily/hourly rate specified in Section 13.

20. Miscellaneous:

Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract. For purposes of mediating, arbitrating, or litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Contract, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California.

Force Majeure.

Each Party shall be relieved from performance of any obligation under this Agreement if and while such non-performance is caused, directly or indirectly, by war (declared or undeclared), insurrection, civil disturbance, orders, rules, regulations or decrees of any competent government authority, strikes, labor shortages, pandemic and/or public-health crisis, fire, flood, earthquake, storm, failure of Internet access service, power outage, act of God, or any other event beyond the reasonable control of such Party.

Severability.

Each provision in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of applicable law.

Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; such counterparts shall together constitute one and the same document. For all purposes, a signature by fax, by email of a PDF file, or by DocuSign shall be treated as an original signature.

Assignment.

This Agreement will be binding upon the Parties, and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns, and personal representatives. This Agreement may not be assigned by the parties without the prior written consent, which consent may be withheld, at the Parties sole and absolute discretion.

Entire Agreement.

This Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and



understandings. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements have been made by any party, or anyone acting on behalf of any party, that are not embodied in this Agreement with respect to the subject matter hereof.

In Witness Whereof, the Parties acknowledge and agree to be bound to the terms of this Agreement as of the Effective Date.

Sacramento City Unified School District

Collaborative Learning Solutions, LLC

Authorized Signature

Kathy M. Cox

Authorized Signature

Date _____

Date August 6, 2024



NOTICES

Notices to LEA shall be addressed to:

Invoices to LEA shall be addressed to:

Name

Name

LEA

LEA

Address

Address

City State Zip

City State Zip

Phone FAX

Phone FAX

Email

Email

Notices to CONTRACTOR shall be addressed to:

Regina Hartman

Name

Collaborative Learning Solutions, LLC

CONTRACTOR

2700 N. Central Ave., Suite 330

Address

Phoenix AZ 85004

City State Zip

888-267-6096

Phone FAX

rhartman@clsteam.net

Email

SA25-00016



Statement of Work: Participation in the CORE Collaborative

About the CORE Collaborative

CORE Districts is a collaboration of school districts working together to improve student achievement through highly productive, meaningful partnership and learning between member school districts. CORE supports the improvement of specific outcomes by developing continuous improvement structures, mind sets, and routines, that foster learning at both the district and site levels, resulting in districts and schools making progress toward producing more reliable, equitable outcomes for their students. Currently, nine school districts serving more than 1 million students participate in the collaborative: Fresno, Garden Grove, Long Beach, Los Angeles, Oakland, Sacramento, San Francisco, Santa Ana, and San Jose Unified. Together, our districts share a fundamental belief that all students can achieve at high levels and are deeply committed to providing learning opportunities that will help them to do so.

As a collaborative effort, the work of CORE Districts is directed by, and in service of, the participating school districts. Exemplifying this, the CORE Board of Directors is comprised of the superintendents of each member school district and provides supervision, direction, and strategic vision for the organization. The number of participating districts is capped at 15, thus each participating district has a meaningful voice and leadership role as they collaborate with other districts. Organizationally, CORE Districts is a 501c3 nonprofit serving to operationalize the collaboration and supporting partnership and shared learning at the superintendent, central office, school leader, and teacher levels.

Powered by data, innovation, research and continuous learning, we are facilitating inter- and intra-district collaboration to innovate, implement, and scale successful strategies and tools that help all students succeed.

Partnership Benefits

All the partnership benefits described in this agreement may not apply to all of CORE's member Districts. Additionally, the partnership benefits outlined in this agreement are subject to change over time, based on availability and each District's decision to participate in different offerings. CORE Districts will also respond to the needs of its Districts by facilitating learning sessions either virtually or in-person based on the conditions/mandates set forth by the state and local governments. Decisions regarding the scheduling and delivery of sessions will be communicated with participants in advance. Districts also agree to allow CORE staff access to student level data in order to perform the services outlined in this agreement.

District Partnerships to Achieve Impact

One or more Districts will be invited to enter into a multi-year partnership with CORE, in an effort to invest in those Districts' vision and theory of action to deepen and spread disciplined continuous improvement in their organizations. The intent is to achieve measurable impact on key focus areas for improvement, as well as develop insights, learning and proof points around how large urban districts embody the principles of continuous improvement. The roles and commitments of participating Districts and CORE include:

District

Who: Cross-functional district partnership team of cabinet level and school supervisory level staff, as well as meaningful engagement of site level leadership. Depending on the district structure, problem of practice, and needs, this team may include:

- o Cabinet officers: Senior team member who serves as executive sponsor and guide the team
- o Principal supervisors: Brings school perspective and integrates with other efforts underway, interfaces with principals

.....

- o Functional lead(s): Brings relevant content expertise based on the problem the district has prioritized and helps integrate with other initiatives
- o Data and accountability lead: Helps problem solve how to measure improvement
- o School site leader representation: Establish strategic touch points where site level leadership provides key insights, feedback and contributes to the design and implementation of the scope of work
- Key role: Guiding improvement work and building capability at the district and school site level.
Commitment: The Partnership Team's commitment includes:
 - o Hosting monthly **planning & reflection calls**, dedicated monthly day-long learning & planning sessions (virtual/in-person as appropriate)
 - o Hosting **Ad Hoc meetings** with specific staff, likely to include Data Leads, School Site Planning/ LCAP Leads, Communications Staff, Principal Supervisors, Curriculum & Instruction Leads, Support Services Leads
 - o Individual bi-weekly or monthly **coaching sessions** by 50% or more of the Partnership Team members (virtual)
 - o Identification of a limited set of focus areas for improvement and impact, to serve as priority improvement projects, within which learning-by-doing will occur so that participating districts experience impact while also building organizational capability to improve.
 - o The commitment of all team members is to engage in **data collection and analysis**, mutually agreed upon, to allow for ongoing reflection, goals setting, progress monitoring and celebration of learning & improvements
 - o Provide support for school teams to participate in CORE Network meetings and a District Lead to ensure that the work of the Network aligns to District initiatives and builds coherence

What CORE will do to support your district

- **Co-Construct a Continuous Improvement Strategy:** Provide infrastructure for collaboration, manage logistics, serve as a steward for improvement community integrity and effectiveness, and listen to feedback and adjust approach.
- **Facilitation:** Facilitate connections and coordinate collaborations between departments, across districts engaged in similar work, connect districts with well-aligned resources, develop and deliver meaningful learning & planning experiences
- **Coaching:** Provide facilitative and instructive coaching to key District leadership in service of; personal reflection and meaning-making, informed decisions-making, increased improvement capability, and increased coherence across the organization.
- **Knowledge management:** Develop and manage tools and resources that partnership districts can use, edit, modify, or learn from to effectively employ the disciplined approach of improvement science, while integrating the district's own local approaches to continuous improvement
- **Analytics:** Serve as a resource to co-design and/or pilot data analysis and reporting that fosters measurement for improvement and supports specific improvement projects to be focus of the partnership

Districts will have access to the improvement capability programming offered by CORE, and in some instances, travel coverage to attend CORE-wide programming. The specific problems of practice and number of improvement projects may change over time to meet the needs of the partner District and capacity of CORE.

CORE Data Collaborative

In 2014, with leadership from and stakeholder engagement in Districts, CORE Districts developed an innovative multiple measures accountability system, called the School Quality Improvement System, as well as an underlying data system. This accountability system is fully compliant with the federal ESSA legislation and is aligned to LCFF- in fact, the metrics utilized for the Index (the calculation at the heart of the accountability system) can be used for the LCAP. The system has evolved into a multi-function dashboard, with opportunity for data exploration in a number of areas.

As a member of the CORE Data Collaborative, the District will receive:

- **Annual Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California:** A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the follow results for each indicator, will be provided each school year-
 - Current performance
 - Historic performance and trends over time, where data are available
 - Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts)
 - Comparison with the LEA results (for school level reports)
 - Comparison with the Partnering Education Level
 - Comparison with the CORE Data Collaborative Network
 - Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are available
- **Included metrics:** Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, English Learner indicators
- **Access to additional metrics as they become available:** The data collaborative may begin to produce additional metrics (e.g., an on track measure); if the educational institutions provides the underlying ingredients for such data, results will be provided back to the education agency at no additional charge
- **Optional metrics** (if collected and provided to CORE Districts): Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys

Dynamic Reporting and Opportunities for Deeper Analysis using the CORE Insights Platform

Based upon the users and user rights provided by the District, educators will have access to view and analyze reports and data in the CORE Insights platform, and other platforms as they become available.

Strategic Analytics by our Partners at Education Analytics

In partnership with Education Analytics and in consultation with participating education agencies, CORE will conduct strategic analytics to explore patterns, identify trends, develop additional indicators, and identify outlier schools that can potentially serve as exemplars. Findings will be shared with all members of the CORE Data Collaborative.

Twice Annual Professional Learning Sessions for Teams of Up to Five People

CORE Districts will host two in person convenings each year (one in the Fall and one in the Spring) for up to five people from each District. Each convening will be a full day. If in person convenings are infeasible due to COVID-19, CORE will implement a comparable virtual convening. District will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

Additional Professional/Peer Learning Opportunities

CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to Districts who participate in the CORE Data Collaborative.

CORE-PACE Research Partnership

Participating education agencies will become part of the CORE-PACE research partnership with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative "deep dive" studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California-Davis, the University of California--UCLA, and the University of California-- Berkeley. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California's education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California's leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

PACE has been the CORE Districts' primary research partner since 2015. Over the past couple of years, PACE has intentionally been working to support the evolution of the organizational relationship along the continuum articulated by Penuel and Gallagher (2017) from a positive "collaborative" (where the research partner takes the lead on the work, with the goal of benefiting the education partner) to a "jointly negotiated" relationship (where the research and education partners co-construct research questions, there is ongoing involvement of both parties in bringing data to bear on progress, both parties collaborate on building data-based understandings, and the scope of work is broad and jointly agreed upon). The resulting Research-Practice Partnership has two main facets: (1) where PACE serves to connect questions relevant for policy and practice to researchers interested in answering them using the CORE data system, (2) the mixed methods developmental evaluation of CORE's programming to drive improvement.

Research to Inform Policy and Practice

CORE Districts' member Districts have the opportunity to participate in single or multi-LEA research studies in ways that are designed to inform continuous improvement in the CORE Districts and policy and practice in California and beyond. PACE leads and facilitates quantitative research in the partnership by:

- Building and maintaining the infrastructure for quantitative research using CORE's member Districts' data. This includes:
 - 1) Developing and maintaining a data warehouse going back to 2010-11 containing student and school-level data for CORE and Data Collaborative districts, and 2) managing the entirety of the process for conducting new research within CORE, from developing research questions to publishing final products.
 - 2) Managing CORE's quantitative research portfolio. PACE engages researchers from UC Santa Barbara, USC, UC Riverside, UC Irvine, University of Virginia, Brown, Harvard, UC Davis, UC Los Angeles, UC Berkeley, and other universities on studies co-designed with PACE and the CORE districts. The portfolio of research conducted by these PACE "affiliates" now includes 40 ongoing or completed studies, some of which have validated measures of socio-emotional learning and others of which provide insight into important educational policy issues (e.g., school accountability, the relationship between student characteristics and academic and behavioral outcomes, variation in the effects of schools, districts, or policies for various student subgroups). New studies are approved by the CORE Board on an annual basis.
 - 3) Conducting original research to inform policy and practice. These studies, which are conducted by PACE faculty and staff, are released more quickly than the PACE-affiliate studies and usually have tighter implications for policy and practice. They leverage PACE's expertise in both quantitative and qualitative methods to answer complex questions on a timeline that supports districts' learning and decision-making. These studies might investigate such topics as pipelines into teaching and school leadership, workforce quality, or using CORE's multiple measures data system to build a stronger understanding of school performance and improvement in student outcomes. They could also include evaluations of new programs or interventions designed to address persistent barriers to strong and equitable student outcomes.

Developmental Evaluation

As CORE's research partner, PACE conducts research on CORE's approaches to supporting the CORE Districts member Districts to improve. The goals of this work are: (1) for CORE's staff and its Districts to receive ongoing, formative feedback and (2) to share research findings in ways that impact education in California more broadly. Towards these goals PACE:

- Works closely with CORE staff to document, revisit, and revise CORE's theory of action on a regular basis as CORE and PACE learn together about CORE's work
- Co-develops research questions with CORE, to help them test and refine their approach
- Develops a rich of understanding of CORE's practices and how Districts (i.e. participating districts, schools, and educators) experience working with CORE through activities such as:
 - Attending and documenting a sample of network meetings and capability-building programs
 - Interviewing CORE staff to understand how team members are enacting their roles in supporting improvement
- Interviewing district and school administrators and educational leaders (including teacher leaders) working on improvement teams with CORE to understand how CORE's work is experienced by Districts (i.e. participating districts and schools)
- Estimates the effects of BTSC on participating districts and schools by:

Conducting a quasi-experimental design to estimate the effects of BTSC on participating schools

- Shares findings from the research:
 - With CORE to support CORE's ongoing internal improvement (e.g., through regular check-ins and improvement reviews with CORE)
 - With participating schools and districts at their request (e.g., presentations for staff in one or more of the CORE Districts)
 - With policy-makers, educators, and the broader research community through conferences, briefs, reports, and social media.

Each year, CORE District staff and member Districts' Superintendents will be able to prioritize additional research topics for exploration through PACE's quantitative portfolio.

State and National Voice:

Together, CORE Districts' Districts serve more than 1 million students and their families, representing 18 percent of all California students. Thus, by working together, CORE Districts' member Districts serve a significant proportion of the state's students and have the opportunity to have a much greater voice at both the state and national level.

In addition to the capability building, data and research partnership benefits described above, the member District's Superintendent has the opportunity to participate in a PLC, collaborating and learning from others around shared problems of practice. These often have state and federal policy implications.

Through the power of the group, Districts have an outside policy impact. Examples of CORE's policy impact include:

- State Accountability System - our voice is strong in policy discussions about how data is used at the state-level for accountability versus how data is used locally by educators for improvement. CORE- PACE analysis has been critical in state decisions around measuring and reporting chronic absence and school culture/climate in the state's accountability data system, and CORE Districts' use of student academic growth data is a major influence on how the state will move forward to include student academic growth as an indicator on the California school dashboard.
- California's emerging Cradle to Career Data Infrastructure - CORE's use of practitioner-focused dashboards and tools stand out among the case studies being considered by policy makers and influencers in the governor's efforts to build a cradle to career data infrastructure. Among the ways CORE's voice stands out are CORE's latest developments and tools to help answer questions like what is a student's likelihood of graduating? Of graduating A-G? Of being successful in college?
- LCAPs - Released months before the state Legislature developed California's LCAP process, CORE's School Quality Improvement Index informed much of the policy conversation and the LCAP data metrics have 85 percent crossover with CORE's Index.
- ESSA- The Every Student Succeeds Act perfectly aligns with CORE's Index and our multiple measures work helped influence the final bill.
- NCLB Waiver - CORE Districts received the only district-level waiver from NCLB, which allowed the districts to develop a novel and holistic accountability system and receive increased flexibility for the use of their Title 1 funds.

Hold Harmless

To the fullest extent allowed by law, the District shall hold CORE Districts, its agents, employees, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, (collectively "Loss") to the extent arising out of or incident to, but not limited to: breaches of any District data (including but not limited to employee, board member, and student data) by CORE District's, its partners, and the 3rd party platforms CORE uses for its work.

Exhibit B

Data Element	Variables to include subject to adjustment	Additional Notes
Assessments		
SBAC Summatives all grades (3-8 and 11) & Subjects	Variables included in the SBAC and/or CERS annual extracts from the CDE's TOMS system	For annual and selected interim data warehouse and reporting
Other interim/benchmark assessments	As mutually agreed to support DISTRICT needs; Student IDs, CDS code, grade level, subject, sub-subject/component, score, performance level, etc.	Additional indicator
CELDT and ELPAC	Variables included in the ELPAC and/or CERS annual extracts from the CDE's TOMS system	For annual and selected interim data warehouse and reporting
Other standardized tests	As mutually agreed to support DISTRICT needs: Student IDs, CDS code, grade level subject sub-subject/component, score performance level etc.	Additional indicator
Student Characteristics and Program Participation		
Student demographics	Variables included in CALPADS annual ODS extracts (SINF) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student participation	Variables included in CALPADS annual ODS extracts (SENR, SPED, SELA, SPRG FRPM GRCH) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student attendance	Variables included in CALPADS annual ODS extracts (STAS) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student discipline	Variables included in CALPADS annual ODS extracts (SINC, SIRS) or from district data warehouse files (current year)	For annual and selected interim data warehouse and reporting
Student academic performance	Variables included in CALPADS annual ODS extracts (SCSC, CRSC) or from district data warehouse files (current year) including staff course section assignments	For annual and selected interim data warehouse and reporting
School Information	As mutually agreed to support DISTRICT needs: School names, CDS code, grade levels served, school level, charter status, type of school subject, sub-subject/component score performance level etc.	For annual and selected interim data warehouse and reporting
Survey Information		
Student, Staff and Family surveys	As mutually agreed to support DISTRICT needs: Student IDs, CDS code, grade level survey items survey item responses	Additional indicator
College Going Information		
College going data	As mutually agreed to support DISTRICT needs: college application data, college enrollment data college persistence data college completion data	Additional indicator

Partnership Costs and Payment Schedule

Each member of CORE Districts will pay annual dues structured to meet the financial needs of the collaborative and to enable the collaborative to provide the aforementioned benefits.

The cost for CORE Districts membership has two components:

1. Base contribution: A fixed cost divided amongst districts equally to support basic operations; and
2. Program contribution: A variable cost based on program participation and size (ADA).


The pricing and payment schedule for SCUSD is:

- Full annuals dues: \$ 198,375
 - o Total contribution= \$123,000 base contribution+ \$75,375 program contribution.
- Member contributions follow the below schedule:
 - o SY 2018-2019: \$93,000 {\$104,375 less than full dues)
 - o SY 2019-2020: \$124,000 {\$73,375 less than full dues)
 - o SY 2020-2021: \$124,000 (\$73,375 less than full dues)
 - o SY 2021-2022: \$124,000 (\$73,375 less than full dues)
 - o SY 2022-2023: \$198,375
 - o SY 2023-2024: \$198,375
 - o SY 2024-2025: \$198,375

- Annual dues for Sacramento City USD in SY2024-2025 are \$198,375.

CORE Districts and Sacramento City Unified hereby certify that they are authorized to bind their respective entities for SY2024-2025

Signed by:



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Janea Marking

Chief Business and Operations Officer

Date: 09/04/2024



Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

August 7, 2024

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

Dear Ms. Marking:

This engagement adjustment ("Amendment") amends the engagement letter dated February 8, 2024 ("Engagement Letter"), between Sacramento City Unified School District ("Client" or "you" or "your") and Crowe LLP ("Crowe" or "us" or "we" or "our"). This Amendment is effective as of the date of the Engagement Letter.

All capitalized terms in this Amendment shall have the same meaning as in the Engagement Letter.

The parties agree that, in addition to preparation of the financial statements and other supplementary reporting for the Client, Crowe will prepare the conversion entries necessary to present full-accrual financial reporting, as required by Governmental Accounting Standards Board (GASB) statement number 34.

FEES

Our fees for this added service, inclusive of expenses, are outlined below.

Description of Services	Fee Amount
GASB 34 Conversion Entries	\$5,500

Except as expressly amended herein, all other terms and conditions of the Engagement Letter shall remain in full force and effect and unmodified and shall govern this Amendment. In the event of conflict between the terms of the Engagement Letter and the terms of the Amendment, the Amendment shall control.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If this letter is not to your understanding, please contact us so that we can revise this letter accordingly. If you have any questions or comments regarding the terms of this Amendment, please do not hesitate to contact Crowe.

ACCEPTANCE:

I have reviewed the arrangements outlined above 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 to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Amendment 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

Signature

Janea Marking

Printed Name

Chief Business & Operations Officer

Title

Date

Signature

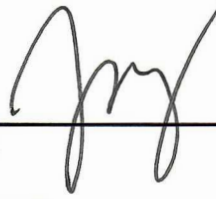
Jeffrey Jensen

Printed Name

Partner

Title

Date



9/4/24



**AMENDMENT NO. 2 TO AGREEMENT FOR
AUDIT SERVICES**

This Amendment to the Agreement for Audit Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Crowe LLP ("Crowe") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Audit Services originally entered to on February 8, 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 August 8, 2024 (ratification);
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Audit staffing on the Project from February 2023 to August 2024;
3. **Fee and Method of Payment:** The District shall continue to pay Crowe for the current services and will now pay for the added services from and after August 8, 2024, on a fee basis up to a maximum of \$183,500, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change; basis for change order

Additional billing in accordance with 2023 audit engagement letter for three (3) additional federal programs tested exceeding two (2) programs

Description of funding changes to contract:

Original contract amount	\$163,000
Previous change orders through change order #	\$5,500
Contract amount prior to this change order	\$168,500
Amount of this change order.....	\$15,000
 NEW CONTRACT AMOUNT.....	 <u>\$183,500</u>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Audit Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 2 and any provision of the Agreement for Audit Services, the provisions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Agreement for Audit Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

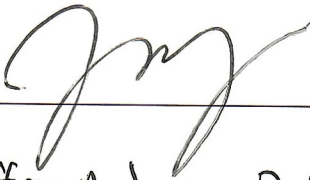
ACCEPTED AND AGREED on the date indicated below:

DATE: August 8, 2024

**Sacramento City Unified School
District**

Crowe LLP

Janea Marking
Chief Business and Operations Officer


Jeffrey A. Jensen, Partner



Crowe LLP
Independent Member Crowe Global

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www.crowe.com

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

- 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.

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

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.

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.

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.

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.

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

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)

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:
Janea Marking
D2972921888C416...

DocuSigned by:
Jeffrey Jensen
A4DD146890324EE...

Signature

Signature

Janea Marking

Jeffrey Jensen

Printed Name

Printed Name

Janea Marking, Chief Business and Operations Officer

Partner

Title

Title

04/10/2024

March 20, 2024

Date

Date

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.

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

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

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.

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

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

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.



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

A handwritten signature in black ink that reads "Cherry Bekaert LLP".

cbh.com

A decorative horizontal bar at the bottom of the page, composed of several colored segments: green, orange, purple, red, and blue.



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,

A handwritten signature in black ink that reads "Michael Wagner". The signature is fluid and cursive.

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective September 1, 2024 by and between the Sacramento City Unified School District ("District") and Niti Sharma ("Contractor").

1. Contractor Services. Contractor agrees to provide District with Financial Consulting services Contractor follows their own methods in rendering advisory services. The District does not control the manner in which the Contractor renders their advisory services.
2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform the Agreement.
3. Term. This Agreement shall begin on September 1, 2024 and terminate on June 30, 2025. There shall be no extension of the Agreement without express written consent of all parties.
4. Compensation. Contractor shall be compensated as a rate of \$150 per hour not to exceed 1,000 hours, through the term of this Agreement pursuant to paragraph three above. A day will be considered an eight-hour period, inclusive of meals, breaks, travel, etc. Contractor will not receive fringe benefits except reimbursement at the rate of per diem meals and mileage in accordance with the District's reimbursement policy in connection with the scope of work.
5. Payment. District agrees to pay Contractor within net thirty (30) days of receipt of a detailed invoice for services rendered.
6. Incidental Expense. Contractor shall be reimbursed for all expenses. Receipts will be provided for public transportation and lodging costs. Personal car reimbursement will be at the IRS allowable rate and meals will be reimbursed at a GSA per diem rate. No reimbursements will be made for off-site work.
7. California Residency. Contractor shall complete and attach IRS Form W-9.
8. Conflict of Interest. Contractor does not have, or anticipate having, any interest in real property, investments, business interests in or income from sources which would provide Contractor or his spouse with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
9. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon 30 days written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed prior to the date of termination. The District may then proceed with the work in any manner the District deems appropriate.

10. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (included, but not limited to attorney's fees and costs including fees of Contractors) arising out of or resulting from performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
11. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
12. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Vendor 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 for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
13. Worker's Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance of Contractor's employees, if any, at Contractor's own cost and expense.
14. Taxes. Contractor agrees that Contractor has no entitlement or any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
15. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
17. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court of California.
19. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
20. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives notice.
21. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do so shall constitute material breach.
23. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, not explained or supplemented by evidence of consistent additional terms.
24. Execution of Other Documents. The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
25. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

26. Board Approval. 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 date and year first written above.

DISTRICT:

Janea Marking
Chief Business Officer

Date

CONTRACTOR:



Niti Sharma

09/06/24
Date

SERVICES AGREEMENT

Date: August 15, 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 Mark T. Harris, Esq. (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"):

Legal Counsel with respect to social justice and civil rights matters District specifically refers to attorney, including but not limited to attending District advisory and community meetings including the African American Advisory Board and community-based organizations; legal services as reasonably required to represent District in such matters as may arise through the course of the school year; reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters ("Legal Services").

Services as Presenter and Speaker with respect to equity and social justice matters in the format of lecture series and seminar sessions; debriefing lecture series and seminar sessions to ensure District's expectations are being met; resources as necessary to serve the District in such matters ("Seminar Services").

ARTICLE 2. TERM.

This Agreement shall commence on August 15, 2024, and continue through August 14, 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:

Legal Services Fee: \$10,416.67 for each month, for a minimum of 20 hours of work performed each month throughout the Term, commencing on August 15, 2024. Total fee for Legal Services shall not exceed **One Hundred Twenty-Five Thousand Dollars (\$125,000)**.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Legal Services 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.

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

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

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

force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

I. Professional Liability Insurance

Contractor 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 five million dollars (\$5,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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 Avenue
Sacramento CA 95824

Contractor:
Mark T. Harris, Esq.
500 Capitol Mall, Suite 2350
Sacramento CA 95814

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.

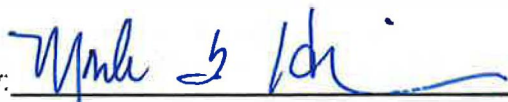
To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City 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**

MARK T. HARRIS, ESQ.

By: _____
 Janea Marking
 Chief Business Officer

By:  _____

Date

Date

15 AUGUST 2024

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of California Education Code section 45125.1, et seq.

With respect to the Services Agreement ("Agreement") between the Sacramento City Unified School District ("District") and Mark T. Harris, Esq. ("Contractor"):

One of the boxes below must be checked with regard to Contractor and Contractor's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contractor who will provide services under the Agreement) ("Contractor's Personnel") and the arrangements must be verified by an authorized representative of District prior to commencement of the Agreement.

Requirements do not Apply. Fingerprinting/Background Check requirements do not apply because Contractor/Contractor's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

Contract is Exempt. Contractor/Contractor's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

____ Emergency Services. The services provided by Contractor/Contractor's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code § 45125.1(b)]

____ Parental Supervision. Contractor/Contractor's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision: _____

____ Employee Supervision. Contractor/Contractor's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements: _____

____ Work Experience Program. Contractor/Contractor's Personnel are offering qualifying work experience opportunities for pupils, or workplace placements as part of a pupil's Individualized Education Program (IEP), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during pupil's work hours has a valid criminal records summary; (b) a District staff member will make at least one visitation every three weeks to consult, observe and check in to ensure pupil health, safety and welfare; and (c) the pupil's parent has signed a consent form per California Education Code section 45125.1(b)(2).

___ Independent Study Program. Contractor/Contractor's Personnel provides independent study program services to pupils under the immediate supervision and control of pupil's parent/guardian and District has either [check as applicable]: ___ (a) verified completion of a valid criminal records summary for all Contracting Party Personnel who interact with pupils; **or** ___ (b) District has ensured that parent/guardian has signed a consent form per California Education Code section 45125.1(b)(3).



Contract Not Exempt

X A. Sole Proprietor. Contractor is a **sole proprietor** who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of California Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contractor has not been convicted of a felony, as that term is defined in California Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by California Education Code section 45125.1(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contractor has not been convicted of a felony as defined in California Education Code section 45122.1.

___ B. Contract Not Exempt – Background Checks Completed. Contractor is **not a sole proprietor** and has complied with the fingerprinting requirements of California Education Code section 45125.1 with respect to all Contractor's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contractor's Personnel has been convicted of a felony, as that term is defined in California Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by California Education Code section 45125.1(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contractor's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contractor's Personnel has been convicted of a felony as defined in California Education Code section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contractor entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contractor. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contractor's Personnel throughout the duration of the Agreement. **A list of Contractor's Personnel is attached hereto as Attachment A.**

Date: _____

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT "A"

Contractor's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page

[End of Exhibit A]