

Purchase Order

Dispatch via Print

SF UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT
 135 VAN NESS AVENUE, ROOM 123
 SAN FRANCISCO CA 94102
 Office - 415-241-6468
 Fax - 415-241-6487

Purchase Order SFU-0000138897	Date 02/01/2019	Revision	Page 1
Payment Terms NOW	Freight Terms FOB DESTINATION		Ship Via COMMON
Buyer CHAN, SUSAN	Phone x1604	Currency USD	

Ship To: MALCOLM X ELEMENTARY
 350 HARBOR ROAD
 SAN FRANCISCO CA 94124
 United States

Bill To: MALCOLM X ELEMENTARY
 350 HARBOR ROAD
 SAN FRANCISCO CA 94124
 United States

Vendor: 0000041896
 TINTIANGCO, ALLYSON
 151 STONERIDGE LANE
 SAN FRANCISCO, CA 94134

PHONE:
 Fax:

Tax Exempt? N	Tax Exempt ID:	PO Reference: 18-397KA				
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt Due Date

1- 1	CONSULTANT		1.00	DOL	8,000.00	8,000.00	03/03/2019
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DATES OF SERVICE: 10/24/18 - 11/30/18

RESOLUTION NO: 18-397KA
 APPROVAL: 1/29/19

SERVICE: CONSULTANT WILL ASSIST TEACHERS: TO CREATE AN ETHNIC STUDIES CURRICULUM DEVELOPMENT PLAN FOR SY 2018-2019.

=====

DOLLAR AMOUNT: \$ 8,000.00

=====

CONTACT PERSON: ALEXIS DAVID
 TELEPHONE NO: 415-695-5950

SubTotal PO Amount	8,000.00
Freight	0.00
Total PO Amount	8,000.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



**ADMINISTRATIVELY APPROVED "K" RESOLUTIONS
DATE: 1/29/2019**

SITE	CONSULTANT NAME	AMOUNT	APPROVAL#
	<u>ONLINE "K" RESOLUTION LOG FOLLOWS THIS LOG</u>		
Alamo Elementary School	Edmentum, Inc.	\$1,809.60	18-344KA
June Jordan School for Equity	Qyenda Chambers	\$6,000.00	18-387KA
Public Education Enrichment Fund	Lisa Mishima	\$625.00	18-388KA
KALW Radio Station	Matthew Martin	\$6,500.00	18-389KA
Middle Scholl LEAD - Martin Luther King, Jr. Middle School	Niroga Institute	\$10,000.00	18-390KA
Superintendent's Office – African American Achievement & Leadership Initiative	American Reading Company	\$15,000.00	18-398KA
	"KA RESOLUTION AMENDMENTS"		
Malcolm X Academy Elementary School	Correct or change consultants name. AMEND 18-199KA Dr. Allyson Tintiangco Cubales (\$8,000) Allyson Tintiangco \$8,000	\$0.00	18-397KA
June Jordan School of Equity	Cost change or correction, addition. AMEND 18-203KA Jeremiah Marshall	\$3,500.00	18-391KA
KALW Radio Station	Cost change or correction, addition. AMEND 17-714KA Holly McDede	\$3,600.00	18-392KA
KALW Radio Station	Cost change or correction, addition AMEND 17-715KA Marisol Medina-Cadena	\$3,600.00	18-393KA
KALW Radio Station	Cost change or correction, addition. AMEND 17-704KA 18-42KA ; 18-218KA Andrew Stelzer	\$400.00	18-394KA
KALW Radio Station	Cost change or correction, addition. AMEND 18-111KA Anthony Daquipa	\$400.00	18-395KA
KALW Radio Station	Cost change or correction, addition. AMEND 18-60KA & 18-192KA Laura Flynn	\$30,000.00	18-396KA

18-397KA

K Resolution Amendment

SUBJECT: Consultant Services Individual Organization

FOR BOARD OFFICE USE ONLY Vendor has multiple contracts for the current fiscal school year.

DATE OF BOARD MEETING: January 29, 2019

AMENDMENT TO RESOLUTION(s): 18-199KA
List original and all previous amendment resolution numbers.

Explain why the amendment is needed: Choose from list below:
or other comments: **CORRECT NAME OF CONTRACTOR**

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

Consultant will assist teachers:
1) to create an Ethnic Studies Curriculum Development Plan for SY 2018-2019
2) in the launch of the Ethnic Studies Praxis Learning Circle

Category: (Leave Blank) Code: (Leave Blank)
School Site/ and or Department: MALCOLM X ACADEMY ELEMENTARY

Participants: (Those students, sites, or personnel who will be directly served by this consultant) ALL STAFF

Original Dates of Service: October 24, 2018 - November 30, 2018

Amended Dates of Service: na

Cost of this Amendment Request: \$0

Funding Source(s)/Program Title: ESSA - TITLE I SCHOOLWIDE PROGRAMS

SACS Code(s): 01-31500-2019-1110-2100-5803-830

a) Name of Consultant: Dr. Allyson Tintiango Cubales

Allyson Tintiango

b) Evaluation: (if applicable)

Cost of this Request
(\$-8,000.00) CREDIT
\$+8,000.00
\$

<u>Background</u>	
c) Original Cost Adopted	\$8,000.00
d) Previous Amendment(s) if any	\$ _____
Total Program Cost To Date (Add Items a to d)	<u>\$8,000.00</u>

[Signature]
1/23/19

K Resolution Amendment

DISTRICT GOALS AND EVALUATION:

- DISTRICT GOALS:**
- Goal 1: Access & Equity – Make social justice a reality.
 - Goal 2: Student Achievement – Engage high achieving and joyful learners.
 - Goal 3: Accountability – Keep our promises to students and families.

- EVALUATION:**
- Level I : Complete Task
 - Level II : Complete Task, Provide Feedback and/or Produce Product
 - Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
 - Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

DEGREE OF STUDENT CONTACT:

- Limited Contact More Than Limited Contact No Student Contact

PREPARED BY: Alexis David

SUBMITTED BY: Alexis David

SCHOOL SITE/and or DEPARTMENT: Malcolm X Academy Elementary

Phone: 415.695.5950

Date: 1/7/19

Principal/Central Office Administrator:

- Please confirm that this consultant is not a current SFUSD employee or a person who has been employed by SFUSD within the last two year.

Principal/Central Office Administrator:



(ONLY Original Signature Will Be Accepted)

Pursuant to Board Policy P3610 – Personal Service Contractors/Consultants #8. District officials or employees may not direct a Consultant to commence services prior to a properly approved and executed contract between the District and the Consultant. An employee or official who fails to comply with this provision may be subject to discipline or official reprimand.

FOR BOARD OFFICE USE ONLY

The use of TIER III FUNDS must be approved by the Deputy Superintendent of Instruction, Innovation & Social Justice. Upon receipt of a Tier III fund K Resolution, the Board office will obtain the Deputy Superintendent's approval.

Approved:

Denied:

FOR BOARD OFFICE USE ONLY

*CABINET LEVEL APPROVAL

K Resolution Amendment

Executive Director of Budget Services <i>Jerry Schwan for The Long</i>	General Counsel
Deputy Supt., Policy & Operations Support	Deputy Supt., Instruction, Innovation & Social Justice
Associate Supt., Student, Family & Community Support Dept.	Associate Supt., Curriculum & Instruction
Chief, Early Education Department	Assistant Supt., Research, Planning & Accountability
Assistant Superintendent – High Schools	Assistant Superintendent – Middle Schools
Assistant Superintendent / Elementary <i>Edward Marshall</i>	Assistant Supt. – Special Education Services
Assistant Supt., Supt.'s Zone – Bayview District	Assistant Supt., Supt.'s Zone – Mission District
Other	Other

*** Please note not all the boxes listed above require signatures.**
Revised Oct 2012

**ADMINISTRATIVELY APPROVED "K" RESOLUTIONS
DATE: 10/23/2018**

SITE	CONSULTANT NAME	AMOUNT	APPROVAL#
	<u>ONLINE "K" RESOLUTION LOG FOLLOWS THIS LOG</u>		
Monroe Elementary School	DreamBox Learning, Inc.	\$4,740.00	18-180KA
Division of Curriculum and Instruction	CELTX, Inc.	\$2,368.11	18-185KA
San Francisco Public Montessori	Corey McGurie	\$10,000.00	18-197KA
Jose Ortega Elementary School	BrianPop	\$3,090.00	18-198KA
Malcom X Academy School	Dr. Allyson Tintiangco Cubales	\$8,000.00	18-199A
Lowell High School	Ariel J. Perez-De Jesus	\$9,500.00	18-200KA
Balboa High School	Patrick Camangian	\$3,000.00	18-201KA
June Jordan School of Equity	Clemente Pena	\$6,000.00	18-202KA
June Jordan School of Equity	Jeremiah Marshall	\$1,500.00	18-203KA
Public Education Enrichment Fund	Lisa Mishima	\$2,500.00	18-205KA
John McLaren Early Education School	Richard Herron	\$1,500.00	17-206KA
Jose Ortega Elementary School	Learning A-Z	\$1,524.90	18-207KA
E.R. Taylor Elementary School	Feathership Coaching and Consulting	\$20,250.00	18-208KA
Monroe Elementary School	Soren Bennick Productions, Inc.	\$865.00	18-209KA
Chinese Immersion School at De Avila	Learning A-Z	\$2,424.78	18-210KA
Chinese Immersion School at De Avila	BookNook	\$1,500.00	18-211KA
Visitacion Valley Middle School	Learning A-Z	\$1,969.10	18-212KA
Independence High School	San Francisco Parks Alliance via Climate Action Now!	\$4,000.00	18-213KA
Lowell High School	Turnitin, LLC	\$6,764.71	18-214KA
Downtown High School	Street Soccer USA	\$1,500.00	18-215KA
Lowell High School	Peninsula Conflict Resolution Center (PCRC)	\$4,620.00	18-216KA

K Resolution

Category: (Leave Blank) **Code:** (Leave Blank)

School Site / Department: Malcolm X Academy

Participants: (Those students, sites, or personnel who will be directly served by this consultant) All Staff

Dates of Service: October ²⁴ 2018 - November ³⁰ 2018 ✓

Total Cost: \$8,000 ✓

Funding Source(s)/Program Title:

PEEF
ESSA: Title I, Schoolwide Programs


SACS Code(s):

✓ 01 31500 2019 1110 2100 5803 830

Name of Consultant: Dr. Allyson Tintiango Cubales \$ 8,000 ✓

Evaluation:

Total Cost: \$8,000 ✓

 10/16/18

18-199 KA

K Resolution

SUBJECT: Consultant Services Individual Organization

FOR BOARD OFFICE USE ONLY Vendor has multiple contracts for the current fiscal school

DATE OF BOARD MEETING: October 23, 2018

Is this a retroactive resolution? Yes No

If yes, please explain.
or other comments:

SERVICE/PROGRAM DESCRIPTION: (What the service and program description are; why the services are required; how the services will benefit the District)

Malcolm X Academy
Ethnic Studies Support

CRE Scope of Work

- I. November 2018-Preparation Meetings (Virtual Meeting + Site Visit Meeting)
- II. November 2018 (Summer Institute)-Community Responsive Ethnic Studies Institute (2 days)
- III. November/December 2018-Follow up Meeting to review and give feedback to curriculum (1 day)

Community Responsive Ethnic Studies Institute
Malcolm X Academy

Goals/Outcomes

- Guide and Support the Teachers at Malcolm X Academy to create an Ethnic Studies Curriculum Development Plan
- Launch an Ethnic Studies Praxis Learning Circle (PLC) at Malcolm X Academy
- Understanding the history and legacy of Ethnic Studies
- Engaging the framework and purpose of Ethnic Studies
- Creating Ethnic Studies Teaching Philosophy
- Building a Collective Vision for Ethnic Studies at Malcolm X Academy

1

DISTRICT GOALS AND EVALUATION:

DISTRICT GOALS: XGoal 1: Access & Equity – Make social justice a reality.
X Goal 2: Student Achievement – Engage high achieving and joyful learners.
X Goal 3: Accountability – Keep our promises to students and families.

EVALUATION: Level I : Complete Task
Level II : Complete Task, Provide Feedback and/or Produce Product
XLevel III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

DEGREE OF STUDENT CONTACT:

Limited Contact More Than Limited Contact No Student Contact

PREPARED BY: Alexis David

SUBMITTED BY: Alexis David

SCHOOL SITE/and or DEPARTMENT: Malcolm X Academy

Phone: 415-695-5950 **Date:** 9/12/2018

Principal/Central Office Administrator

X Please confirm that this consultant is not a current SFUSD employee or a person who has been employed by SFUSD within the last two years.


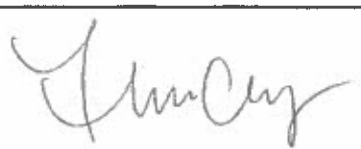
Principal/Central Office Administrator



(ONLY Original Signature Will Be Accepted)

FOR BOARD OFFICE USE ONLY

***CABINET LEVEL APPROVAL**

Chief Finance Officer	General Counsel
Deputy Supt., Policy & Operations Support	Deputy Supt., Instruction, Innovation & Social Justice
Chief, Student, Family & Community Support Dept.	Chief Academic Officer, Curriculum & Instruction
Chief, Early Education Department	Chief, Research, Planning & Accountability
Chief, Special Education Services	Chief, Strategy and Fund Development
Assistant Superintendent – Elementary 	Assistant Superintendent – Middle Schools
Assistant Superintendent – High Schools	
Other	Other 

*** Please note not all the boxes listed above require signatures.**

SERVICES AGREEMENT FOR INDIVIDUALS

This Services Agreement for Individuals ("Agreement" as defined below), dated for convenience **DECEMBER 7, 2018**, is entered into by and between **ALLYSON TINTIANGCO** (hereinafter "Contractor") and the San Francisco Unified School District (hereinafter "District" or "SFUSD").

RECITALS

Whereas, the District desires Contractor to provide the services as detailed herein, and

Whereas, Contractor represents itself able and, for a consideration, willing to perform the services for/at **MALCOLM X ACADEMY**

Now, **THEREFORE**, the parties agree to enter into this Agreement for Contractor to provide to the District the services as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the following documents: approved Board of Education Resolution, W-9 Form, Criminal Background Check/Tuberculosis Clearance Written Certification Form for Contractor Who Is an Individual, Contractor's Disclosure Form Regarding SFUSD Officials, Appendix A – Description of Services, Appendix B – Calculation of Charges, and General Conditions (collectively, the "Agreement"). The following documents shall also be attached to this Agreement: Insurance certificates and Endorsement (See Section 10 for Insurance and Endorsement requirements).

A. TERM; EFFECTIVE DATE

Subject to Section 1 of the attached General Conditions, the term of this Agreement shall be the term set forth in the approved Board of Education Resolution for services to be provided by Contractor under this Agreement.

Notwithstanding the foregoing, this Agreement shall become effective only upon approval in writing by the District's Board of Education, proper execution by the parties and certification by the Chief Financial Officer as to the availability of funds.

B. SERVICES CONTRACTOR AGREES TO PERFORM

Contractor agrees to perform the services provided for in the attached Appendix A, "Description of Services."

C. COMPENSATION

Compensation to Contractor shall not exceed **EIGHT THOUSAND dollars (\$8,000)**. The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached Appendix B ("Calculation of Charges"). Contractor shall submit invoices for services rendered to the District within thirty (30) days of service provision. Contractor shall furnish invoices in a form acceptable to the District. All amounts paid by the District to the Contractor shall be subject to audit by the District. Upon receipt of an acceptable invoice for payment, payment shall be made in a reasonable time upon approval by the District Site or Department Head, in his or her sole discretion that the services, set forth in Section B ("Services Contractor Agrees to Perform") of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. Such payment shall be made to the address specified in Section D ("Notice to the Parties"). If the District and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement in accordance with Section 27 ("Modification of Agreement") of the General Terms and Conditions and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. In no event shall the District be liable for interest or late charges for late payments.

D. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows:

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	Malcolm x Academy
HEAD OF SITE/DEPARTMENT	Marco Taylor
CONTACT PERSON	Alexis David
STREET ADDRESS	350 Harbor Road
CITY, STATE, ZIP	San Francisco, CA 94124
TELEPHONE	(415) 695--5950
EMAIL ADDRESS	davida@sfusd.edu

NOTICE TO THE DISTRICT CONTRACT OFFICE:

San Francisco Unified School District
 Contracts Office
 135 Van Ness Street, Room 102
 San Francisco, CA 94102
 415-355-6963
 contract@sfusd.edu

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	ALLYSON TINTIANGCO
STREET ADDRESS	151 Stoneridge Lane
CITY, STATE, ZIP	San Francisco, CA 94134
TELEPHONE	(415) 218-9181
EMAIL ADDRESS	pepdirector@gmail.com

PARTY SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement per Board of Education Resolution #:18-199KA approved on the following date OCTOBER 23, 2018. [See attached Approved Board of Education 'K-Resolution'.] & 18-397KA on 1/29/19

Allyson Tintiango
APPROVED:

BY: 
Authorized Signature
Allyson Tintiango
Contractor

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY:  2/1/19
Reeta Madhavan
Chief Financial Officer


APPROVED AS TO FORM:

BY: 
Senior Deputy General Counsel
(N/A if <= \$90,200)

REVIEWED:

BY:  1/31/19
Contracts Office

RECOMMENDED:

BY: 
Signature of Site/Dept. Administrator
Marco Taylor
Principal

APPENDIX A

SCOPE OF WORK [or DESCRIPTION OF SERVICES]

Part I. Services details:

1. Pursuant to this Agreement, will Contractor perform services on-site at a school site or sites?

NO

YES. If YES, are services to be performed during the school day?

NO

YES

Part II. Pursuant to this Agreement, Contractor shall provide the following services to the District as detailed in this Appendix A ("Scope of Work").

Allyson Tintiangco will support teachers and staff at Malcolm X Academy to create and implement Ethnic Studies Curriculum Pre-K through 5th grade by December 2018. This will be done through facilitating Professional Development to staff and provide consultation with the school's Ethnic Studies Leadership Team.

Scope of Work

- I. November 2018-Preparation Meetings (Virtual Meeting + Site Visit Meeting)
- II. November 2018 (Summer Institute)-Community Responsive Ethnic Studies Institute (2 days)
- III. November/December 2018-Follow up Meeting to review and give feedback to curriculum (1 day)

Goals/Outcomes of the contract are the following:

- Guide and Support the Teachers at Malcolm X Academy to create an Ethnic Studies Curriculum for SY 2018-2019 for Pre-K through 5th Grade.

Create Development Plan by:

- Launch an Ethnic Studies Praxis Learning Circle (PLC) at Malcolm X Academy
- Understanding the history and legacy of Ethnic Studies
- Engaging the framework and purpose of Ethnic Studies
- Creating Ethnic Studies Teaching Philosophy
- Building a Collective Vision for Ethnic Studies at Malcolm X Academy

Appendix B

Calculation of Charges

Total Cost of the Agreement (Not to Exceed Amount): EIGHT THOUSAND dollars (\$8,000).

The breakdown of charges shall be as follows for the services rendered pursuant to this Agreement:

Scope of Work


- I. November 2018-Preparation Meetings (Virtual Meeting + Site Visit Meeting)
- II. November 2018 (Summer Institute)-Community Responsive Ethnic Studies Institute (2 days)
- III. November/December 2018-Follow up Meeting to review and give feedback to curriculum (1 day)

\$8,000 for prep time and three days professional development

Appendix B
 Calculation of Charges
 (CONTINUED)

To Be Completed by District Staff Recommending this Agreement:

I have reviewed and approve this Calculation of Charges for this Contract.

12/10/2018 Date	 _____ SIGNATURE of Site/Department Administrator
	Marco Taylor Principal


Is this Agreement FUNDED by a GRANT or other RESTRICTED FUNDING?

YES / NO (Circle one.)

("Restricted funding" means this contract is supported by funding that comes with spending restrictions or requirements—such as a grant, restricted state or federal funding, Proposition A or H monies... etc.)

- If "NO" is circled, do not fill out the remainder of this page. It is not applicable.
- If "YES" is circled, the District Staff Supporter of this Agreement must also complete the section immediately below.

I have reviewed this Calculation of Charges and the requirements of the GRANT or other RESTRICTED FUNDING SOURCE(S) that fund this contract. I affirm that this Calculation of Charges is consistent with the requirements of the GRANT or other RESTRICTED FUNDING SOURCE(S) that fund this contract.

12/10/2018 Date	 _____ SIGNATURE of Site/Department Administrator
	Marco Taylor Principal

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (As shown on your income tax return) Name is required on this line; do not leave this line blank.
ALLYSON TINTIANGCO

Business name /disregarded entity name, if different from above

Check appropriate box for federal tax classification: Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)
 Other (see instructions)

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee Code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

Address (number, street, and apt. or suite no.)
151 STONERIDGE LANE
City, state, and ZIP code
SAN FRANCISCO, CA 94134
List account number(s) here (optional)

Requester's name and address (optional)

Please print or type
See Specific instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Social security number

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting, is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of ALLYSON TINTIANGCO
U.S. person Date 12/0.18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN) or employers identification number (EIN) to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest) 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Page 1 of 4 – (refer to <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for pages 2 - 4)

**San Francisco Unified School District
Criminal Background Check/Tuberculosis Form
FOR A CONTRACTOR WHO IS AN INDIVIDUAL***

* **Definition:** "Contractor who is an individual" and "individual Contractor" mean that the Contractor (even if incorporated) is an individual person who will directly perform, himself or herself, the services under the Agreement with the District, and that Contractor has no employees, subcontractors or other personnel performing services under this Agreement.

To be completed by Contractor:

Name of Independent Contractor*:	ALLYSON TINTIANGCO
Services to be performed under the Agreement*:	PROFESSIONAL DEVELOPMENT
Schools/Locations where services are being performed*:	MALCOLM X ACADEMY
Total amount to be paid by the District Under this Agreement not to exceed*:	\$8,000
Term of Agreement*:	FY 2018-2019

***Provided for reference only; the provisions of the Agreement shall control in the event of any conflict with the language of this form*

Contractor shall check the applicable boxes below regarding contact with District students. If the Superintendent's Leadership Team-level administrator agrees with this assessment, he/she will sign at the bottom of the form.

For purposes of the CRIMINAL BACKGROUND CHECK requirement of the Agreement between the parties		
1.	<input checked="" type="checkbox"/>	Contractor will ONLY HAVE LIMITED OR NO CONTACT with District students in the performance of this Agreement.
2.	<input type="checkbox"/>	Contractor will have MORE THAN LIMITED CONTACT with District students in the performance of this Agreement.
For purposes of the TUBERCULOSIS certification requirement of the Agreement between the parties:		
3.	<input checked="" type="checkbox"/>	Contractor will ONLY HAVE LIMITED OR NO CONTACT with District students in the performance of this Agreement.
4.	<input type="checkbox"/>	Contractor will have FREQUENT OR PROLONGED CONTACT with District students in the performance of this Agreement.

Certification by Contractor: "With my signature below, I hereby certify that the information provided herein is true and accurate. I further acknowledge that during the term of the Agreement between myself and the District, if I learn of additional information that differs from the responses provided above, including but not limited to the possibility of hiring any personnel to perform services under this Agreement, I will immediately discuss this with the District and I understand a new or amended Agreement will be needed before any such personnel can be hired. If I am subject to a subsequent arrest of the type that bars me from contact with students as detailed in the Agreement, I will immediately notify District and cease to perform any services under this Agreement that involve any contact with students."


12.10.18

12-11-18


Contractor Signature Date Administrator Signature Date SLT Member Signature Date

Allyson Tintiangco
Print name of Signatory

Marco Taylor
Print name of Administrator

ENIKIA FORD MORTHEL
Print name of Superintendent's
Leadership Team Member

**San Francisco Unified School District
Contractor's Disclosure Form Regarding SFUSD Officials**

To be completed by Contractor:

Name of Contractor*:	ALLYSON TINTIANGCO
Services to be performed under the Agreement*:	PROFESSIONAL DEVELOPMENT
Schools/Locations where services are being performed*:	Malcolm x Academy
Total amount to be paid by the District Under this Agreement not to exceed*:	\$8,000
Term of Agreement*:	FY 2018-2019

*Provided for reference only; the provisions of the Agreement shall control in the event of any conflict with the language of this form.

1. Are any of Contractor's employees (or owners) **ALSO** current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year? (Check "Yes" or "No" as applicable.)

- NO.** None of Contractor's employees (or owners) are **ALSO** current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year.
- YES.** Contractor's employees (or owners) listed in the table below are **ALSO** current SFUSD employees/Board members, or former SFUSD employees/Board members within the last one (1) year. (Complete the table below. The list may be continued on an additional page as needed.)

NAME of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Contractor's employee (or owner).	JOB TITLE(S) AT SFUSD of current SFUSD employee/Board member, or former SFUSD employee/Board member within the last one (1) year, who is ALSO Contractor's employee (or owner).	DATE on which individual left SFUSD employment/Board. Or, if the individual is currently an SFUSD employee/Board member, write "Present".

2. Are any of Contractor's employees (or owners) **ALSO** retirees from California State Teachers Retirement Services (CAL STRS)? (Check "Yes" or "No" as applicable.)


- NO.** None of Contractor's employees (or owners) are retirees from CAL STRS
- YES.** Contractor's employees (or owners) listed in the table below are retirees from CAL STRS. By checking YES, I am also certifying that I have informed the employees/owners listed in the table immediately below that the CAL STRS Postretirement Earnings Limit for FY 2018-2019 is \$45,022. (Per California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.) (List may be continued on added page as needed.)

NAME of current employee (or owner) who is retiree from CAL STRS.	DATE on which such individual retired as per CAL STRS.

Certification by Contractor:

On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SFUSD employees or Board members, or former SFUSD employees or Board members or within the last one (1) year, Contractor will promptly update this form with the District.

 12.10.18
 Contractor's Signature DATE
 Allyson Tintiango
 Print Name of Signatory

For SFUSD Office Use Only:
Received by:  (SFUSD staff initials)
Date received: 12-21-18

GENERAL CONDITIONS TO SERVICES AGREEMENT FOR INDIVIDUALS

1. AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION

- a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. Charges will accrue only after prior written authorization is provided by the District's Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.
- b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
- c. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
- e. This section controls against any and all other provisions of this Agreement.

2. CONTRACT EVALUATION FEE

Where the services to be provided by Contractor under this Agreement have been designated as Evaluation Level IV on the Board Resolution, Contractor understands and agrees that a contract evaluation fee of up to 5% (five percent) of the total Agreement amount (including, but not limited to, payments for services and expenses) may be assessed by the District on this Agreement. The monies collected through this fee will be used to monitor and evaluate these Agreements to guarantee that the promised services are provided in a timely and effective manner.

This evaluation fee shall apply only to those Agreements in excess of \$2,500.00. The fee may be deducted from the District funds encumbered to pay Contractor at any time during or following the term of the Agreement and this section shall survive the termination or expiration of this Agreement. If the parties later amend this Agreement to increase payments to Contractor, those increases will also be subject to the 5% assessment.

3. DISALLOWANCE

- a. If Contractor claims or receives payment from the District for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to the District upon the District's request. At its option, the District may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
- b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

4. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:

- a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
- b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
- c. conspires to defraud the District by getting a false claim allowed or paid by the District;
- d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;

- e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
- h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

5. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District.

6. **RESPONSIBILITY FOR EQUIPMENT**

The District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, even though such equipment be furnished, rented or loaned to Contractor by the District.

7. **TAXES**

Contractor shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

8. **INDEPENDENT CONTRACTOR**

- a. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees.
- b. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees.
- c. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement under Section C., "Compensation". Contractor shall refund any amounts necessary to effect such reduction.
- d. Contractor shall also complete and file with the District the attached W-9 form.

9. **INDEMNIFICATION**

Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Contractor and/or Contractor's agents or employees, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor's agents or employees in the performance of this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act

or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor's agents or employees.

10. INSURANCE

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
 - 1) General Liability Insurance with limits not less than \$250,000 (two hundred fifty thousand dollars) each occurrence and \$500,000 (five hundred thousand dollars) in the aggregate for Bodily Injury and Property.
 - 2) Automobile Liability Insurance with limits not less than \$100,000 (one hundred thousand dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the automobile liability insurance requirements may be requested by Contractor through the District's Contracts Office provided that Contractor will not use any automobile in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- b. All policies shall be written on an occurrence basis, except as otherwise provided for in this subsection. Coverage may be provided on a claims-made form, provided that the following requirements are met:
 - 1) The retroactive coverage date shall be shown, and shall commence before the beginning of any Contractor operations and/or performance under this Agreement.
 - 2) Contractor shall maintain the required coverage throughout the term of this Agreement and, without lapse, and provide Certificates of Insurance to the District upon request for a period of three (3) years beyond the expiration or termination of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered.
 - 3) If coverage is cancelled or non-renewed, and not replaced with another claims-made form with a retroactive date prior to the beginning of any Contractor operations and/or performance under this Agreement, Contractor shall purchase an extended reporting period for a minimum of three (3) years after the expiration or termination of the Agreement.
 - 4) If requested by the District, a copy of the policy's claims reporting requirement, or any other policy documents, shall be provided to the District.
- c. **General Liability policy must provide the following:**
 - 1) Name as Additional Insured the San Francisco Unified School District, its Board, officers and employees.
 - 2) That such policy is primary and non-contributory insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- d. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:

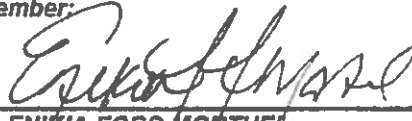
Contracts Office
135 Van Ness Street, Room 102
San Francisco, CA 94102
- e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. The insurance requirements under this Agreement shall be the greater of (1) the minimum limits and coverage specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of the Contractor under this Agreement.
- g. **Waiver of Subrogation.** Contractor agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an

endorsement, then Contractor agrees to notify insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis. Contractor shall promptly notify District of any such express prohibition or condition in any applicable policy which may void coverage.

- h. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- i. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, and additional insured endorsement, with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- j. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

For Individual Services Agreement of \$10,000 or under, insurance waiver (if applicable) approved by Superintendent's Leadership Team (SLT) Member:

SLT MEMBER SIGNATURE:



ENIKIA FORD MORTHEL
INSERT SLT MEMBER TITLE

SLT MEMBER TITLE:

11. LIABILITY OF DISTRICT

DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION C ("COMPENSATION") OF THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.

12. DEFAULT

Contractor shall be in default if Contractor: (a) fails to perform any term, covenant, or condition contained in this Agreement; (b) files or is the subject of a petition for bankruptcy or insolvency; or, (c) has a court-ordered receiver or trustee appointed with respect to Contractor's assets.

13. REMEDIES

If a default under Section 12 ("Default") has occurred and is continuing, the District may, in its sole discretion, and individually or in combination with any other remedy:

- a. Terminate this Agreement upon ten or fewer days' written notice at the discretion of the District. District shall specify the date of termination in its written notice of termination for default. Contractor shall be paid for services satisfactorily rendered through the date of termination;
- b. Offset the amount of any outstanding liability of Contractor against funds otherwise due and owing hereunder or any other agreement with Contractor;
- c. Withhold funds due hereunder;
- d. Cure the default, in which event all amounts expended by the District in effecting such cure shall be payable upon demand, with interest from the date of incurrence at the maximum rate permitted by law; and/or
- e. Exercise any other remedy available by law.

14. TERMINATION

- a. It is expressly understood and agreed that in an Event of Default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all the Contractor's rights hereunder ended. Termination for cause shall be upon ten (10) days written notice, and no work will be undertaken by Contractor after receipt of the notice of termination for cause, with the exception of actions necessary to effectuate the termination as provided for in this Section.

- b. It is further understood and agreed that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
- c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
- d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
- e. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District's payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the District, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

15. **CONFLICT OF INTEREST**

- a. Conflict of Interest Standards. The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.
 - 1) Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
 - 2) Government Code section 1090 defines "making" a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)
 - 3) SFUSD Board Policy 3850 provides: "That no Board Member or employee of the San Francisco Unified School District, except persons engaged in the performance of contracts as early retirees or consultants under the approved federally assisted programs, may participate in bidding or have any interest, direct or indirect, in any contract made by or on behalf of the School District within two (2) years after the termination of a Board Member's term in office or the termination of employment with the School District. Except as herein provided, any contract or other transaction entered into for or on behalf of the School District, in violation of the terms herein provided, shall be void and unenforceable against the School District." (SFUSD Board Policy 3850)
 - 4) State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. The gift limit is \$470 per source per calendar year (effective January 1, 2017 through December 31, 2018). (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)
 - 5) State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)
 - 6) State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)
 - 7) Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If

applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or "Form 700." (Cal. Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270, "Conflict of Interest Code")

- b. **Obligations of Contractor.** It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.
- c. **Consultation with Counsel.** The District strongly advises any Contractor, and any proposing/bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.
- d. **Consequences of a Violation.** Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.
- e. **Disclosure Requirement.** Contractor will submit to the District a list of all of Contractor's employees (including owners) who are also current SFUSD Board members or employees, or former SFUSD Board members or employees in the last two years. Contractor will submit the attached "Contractor's Disclosure Form Regarding SFUSD Officials." Contractor will update this form with SFUSD, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to the District are not subject to this disclosure requirement.
- f. **Compliance with Gift Limits.** Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to District officials, and in order not to place District officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any District contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also www.fppc.ca.gov)
- g. **Employment Negotiations.** Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Contractor shall notify that District employee's supervisor of Contractor's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Contractor.
- h. **Contractor Certification.** In signing this Agreement, Contractor certifies that it will comply with conflict of interest laws and regulations, and SFUSD Board Policies. Contractor acknowledges that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.
- i. **File Statement of Economic Interests ("Form 700") as Applicable.** Contractors and their representatives may be required to disclose any economic interests they hold that could foreseeably be affected by the exercise of their public duties. (Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270 "Conflict of Interest Code") This filing, called a Statement of Economic Interests or "Form 700," aides public officials to ensure they do not make or participate in making any governmental decision in which they have a financial interest.
 - 1) **Applicability.** Contractors/representatives are considered public officials and must file a Form 700 only if they qualify as "Consultants." Under SFUSD's Conflict of Interest Code, "Consultant" means any natural person who provides, under contract, information advice, recommendation or counsel to an agency, department, officer, or commission, provided, however, that a "Consultant" shall not include a person whom:
 - i. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and

- ii. Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.
- 2) Filing Deadlines. Contractors/representatives required to file a Form 700 shall submit a filing: (a) ten days prior to commencement of work with SFUSD; (b) yearly thereafter by the April 1st annual due date; and (c) upon termination of work with SFUSD.
- 3) Interests to Be Disclosed. Contractors/representatives required to file a Form 700 shall disclose only income, investments and business positions in: (a) business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director; and/or in (b) business entities that are contractors or subcontractors engaged in the performance of work services of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director.
- 4) Filing Process. Form 700 must be received by SFUSD's Contracts Office by the timelines provided herein, in order to be considered properly filed.
- 5) Disqualification. Consultants/Representatives who must file financial disclosure statements, like other public officials under the CPRA, are subject to disqualification when they encounter decision-making that could affect their financial interests. Contractors and their representatives shall be responsible for ensuring that they take the appropriate actions necessary in order not to violate applicable laws and SFUSD policies.

16. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION

- a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access and use confidential student information for the performance of duties on behalf of SFUSD under this Agreement, prior written parent consent, or other provision of federal and state law permitting access to confidential student information. **Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.**
- c. Use of Confidential Student Data for Program Evaluation/Studies. If Contractor wishes to use confidential student data for purposes other than providing services to the District pursuant to this Agreement, such as for Contractor's own program evaluation or research studies, or any such evaluation by any third-party funder of Contractor, requires prior written approval by the District's Office of Research, Planning, and Accountability ("RPA"). Not every application for the use of confidential student data is approved by RPA due to resource limitations. If Contractor wishes to receive, gather or use confidential student data for purposes other than those authorized under this Agreement, then prior to receiving, gathering or using any confidential student data for such purposes, Contractor will complete and submit a Research Application to RPA and await approval or denial from RPA. If RPA approves Contractor's Research Application, Contractor must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA. Only if the Contractor submits a Research Application to RPA that is approved by RPA, and Contractor then fully executes a DUA with RPA, may the Contractor receive, gather or use confidential student data for purposes other than providing services to the District pursuant to this Agreement, such as Contractor's own program evaluation or research studies, evaluation by any third-party funder of Contractor.
- d. Upon termination or expiration of this Agreement, if no subsequent agreement is in place between the parties to allow Contractor to have access to the District's confidential student data, then any

such data that is in the possession of Contractor shall be confidentially and securely returned to District in all forms in which the Contractor is holding such data, including, if applicable, in a computer-readable format. Once such data are received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, Contractor shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Contractor shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Contractor shall provide District with written certification that such destruction has occurred.

- e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

17. OWNERSHIP OF RESULTS

Any plans, specifications, studies, reports, memoranda, computation sheets, computer data files or other materials in any form or media prepared by Contractor in connection with services performed under this Agreement shall be the property of and be promptly transmitted to the District.

18. AUDIT AND INSPECTION OF RECORDS

Contractor agrees to maintain and to permit the District to audit, examine and make copies, excerpts and transcripts of all records including without limitation accurate accounting books and records, invoices, timesheets, documents, reports, student records, payroll and personnel records and other materials and data related to Contractor's performance of this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such records and data in an accessible location and condition for a period of not less than five (5) years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

19. SUBCONTRACTING

Contractor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.

20. ASSIGNMENT

It is understood and agreed that the services to be performed by the Contractor under this Agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the Contractor without the prior written consent of the District.

21. NON DISCRIMINATION (Required by SFUSD Board Policies 0410 and 6141)

- a. The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Contractor will provide to the District under this Agreement include the provision of services to students, Contractor further understands and agrees that, in providing such services to the District, Contractor shall adhere to Board Policy 6141, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. In the event that controversial issues are discussed or presented during the course and scope of Contractor's services under this Agreement, Contractor agrees topics shall be relevant to the student activity and shall be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view. Contractor further understands and agrees that it will not disseminate to students any information, in any form, which reflects adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information;

- the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- b. Contractor hereby represents and affirms that it is Contractor's policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
 - c. Contractor agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

22. CRIMINAL BACKGROUND CHECK AND SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS FOR A CONTRACTOR WHO IS AN INDIVIDUAL

- a. Criminal Background Check
 - 1) If Contractor will have more than limited contact with SFUSD students, Contractor will submit to a Live Scan criminal background check and subsequent arrest notification (detailed below) conducted by SFUSD through the California Department of Justice (CDOJ) and the Federal Bureau of Investigation. No Contractor who has been convicted of a serious or violent felony as described in California Education Code ("EC") section 45125 .1 (citing EC 45122.1), a sexual offense as defined in EC 44010, or a controlled substance offense as defined in EC 44011, shall have contact with District students under this Agreement. This prohibition does not apply to a Contractor who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.
 - 2) Contractor will complete the ATTACHED Criminal Background Check/Tuberculosis Testing Written Certification Form for a Contractor Who Is an Individual ("CBC/TB Form").
 - 3) The criminal background check and subsequent arrest notification requirements apply only to a Contractor who will have more than limited contact with students. A Contractor who will have no contact or only limited contact with students, is not required to meet criminal background check or subsequent arrest notification requirements. If Contractor asserts that he/she will have no contact or only limited contact with District students, which is done by checking the "no contact" box on the attached CBC/TB Form, the Superintendent's Leadership Team level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor will have only limited contact with students. The District's determination shall control.
 - 4) Failure to clear the criminal background check when clearance is required will render this Agreement null and void, nullifying and voiding any rights of Contractor hereunder.
 - 5) Contractor will be responsible for the costs of the criminal background check and subsequent arrest notification.
- b. Subsequent Arrest Notification
 - 1) In addition to, and at the time of, the initial criminal background check, District will request from CDOJ subsequent arrest notification service to monitor any future arrests of Contractor.
 - 2) Upon receipt of notice that Contractor has been arrested or convicted of a serious or violent felony as described in EC 45125.1 (citing EC 45122.1), a sexual offense as defined in EC 44010, or a controlled substance offense as defined in EC 44011, District will immediately prohibit such Contractor from having any contact with pupils. In addition, in the event of any such arrest, Contractor will promptly notify the District in the event he/she is arrested for any such offense, and will cease to have any contact with pupils pursuant to this Agreement.
- c. Failure by Contractor to comply with the provisions of this Section may result in immediate termination of this Agreement at the District's sole discretion.

23. TUBERCULOSIS TESTING REQUIREMENTS FOR A CONTRACTOR WHO IS AN INDIVIDUAL

- a. Contractor agrees that if it is determined that he/she will engage in functions that require frequent or prolonged contact with students, will submit written certification of tuberculosis clearance the same procedure that is described in California Education Code (EC) section 49406. Thereafter, the Contractor shall ensure that he or she has provided a written clearance at least once every four years if the Contractor is still rendering services to SFUSD pursuant to this Agreement.
- b. The District shall not be responsible for the costs of the examination/certification.
- c. Contractor will complete the ATTACHED Criminal Background Check/Tuberculosis Clearance Form for a Contractor Who Is an Individual ("CBC/TB Form").
- d. The tuberculosis testing requirement applies only to a Contractor who will have frequent or prolonged contact with students under this Agreement. A Contractor who will have no contact or only limited contact with students hereunder is not required to meet tuberculosis clearance requirements. If Contractor asserts that he/she will have no contact with District students pursuant to this Agreement, which is done by checking the "no contact" box on the attached CBC/TB Form, the Superintendent's Leadership Team-level Administrator has the responsibility to make a reasonable determination of whether Contractor will have no contact or frequent or prolonged contact with students. The District's determination shall control.
- e. Contractor shall submit a satisfactory physician's clearance to District as verification of compliance with this Section, and will keep a copy for his or her reference. Contractor understands and agrees that failure to submit a Tuberculosis clearance certification from their physician when such clearance is a material provision of this Agreement where contact with students will occur as provided for in this Section, and such failure shall constitute a default by Contractor/Service Provider under this Agreement which, if it cannot be promptly resolved, may result in the termination of this Agreement by District at District's sole discretion.

24. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

25. DISPUTE RESOLUTION

Prior to any action or resort to any other legal remedy, District and Contractor agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the parties any dispute that may arise concerning the performance by either party of its obligations under this Agreement.

If District's and Contractor's designated contact persons cannot resolve disputes through such negotiations, then such contact persons will escalate the dispute to their respective executives who are at a higher level of management than such contact persons. Such executives shall exercise reasonable efforts and to negotiate in good faith to resolve to the dispute to the satisfaction of the parties.

26. COMPLIANCE WITH LAWS

Contractor shall keep itself fully informed of the applicable federal, state and local laws affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

27. MODIFICATION OF AGREEMENT

Any amendment or modification to this Agreement shall be by written instrument and shall only be effective upon execution by the duly authorized representatives of the parties and written approval by the Board of Education.

28. USE OF NAME; MARKETING

Excluding a simple statement or acknowledgement that Contractor has a written agreement with the District, Contractor will not use the name, marks or logos of the District in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the District. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of either party.

29. GOVERNING LAW; VENUE

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be San Francisco, California.

30. SECTION HEADINGS

The section headings contained herein are for convenience of reference only and are not intended to define the scope of any provision of this Agreement.

31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the parties to this Agreement as provided for in Section 27 ("Modification of Agreement").

32. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

- a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). However, in some cases where an emergency situation arises or to expedite processes, a fax copy or copy of the contract with revisions appropriately initialed may serve as the original contract.
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

33. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

34. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation including without limitation Section 504 of the Rehabilitation Act. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

35. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

If Contractor will provide services at a school site and work with District students pursuant to this Agreement, Contractor is a mandated reporter of suspected child abuse or neglect under California Penal Code section 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services (CPS) as required by law. (Cal. Penal Code section 11165.7, e.g. subsections (a)(7) and (a)(8); Sections 11164 and sequential.) Contractor shall maintain copies of such reports. Contractor is requested, but is not required, to notify the District school site administrator when a CPS report has been filed.