

Purchase Order

SF UNIFIED SCHOOL DISTRICT

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

Dispatch via Print

Purchase Order SFU-0000144764	Date 01/16/2020	Revision	Page 1
Payment Terms NOW	Freight Terms FOB DESTINATION	Ship Via COMMON	
Buyer CHAN, SUSAN	Phone x1604	Currency USD	

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

Ship To: C&I: ETHNIC STUDIES PRGM
 750 25TH AVENUE, 2ND FLOOR
 SAN FRANCISCO CA 94121
 United States

Bill To: C&I: ETHNIC STUDIES PRGM
 750 25TH AVENUE, 2ND FLOOR
 SAN FRANCISCO CA 94121
 United States

PHONE:
 Fax:

Tax Exempt? N	Tax Exempt ID:	PO Reference:	19-60KA				
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	CONSULTANT		1.00	DOL	10,000.00	10,000.00	02/15/2020

DATES OF SERVICE: 9/16/19 - 9/20/19

BOARD RESOLUTION NO: 19-60KA
 APPROVAL: 9/10/19

SERVICE: THE EXPANSION OF OUR DISTRICT'S ETHNIC STUDIES WORK, ALONG WITH THE ADDITION OF A NEW H-SS TEAM, PLACES US AT A PIVOTAL POINT IN OUR WORK TO DEVELOP, PLAN AND IMPLEMENT A HUMANIZING EDUCATION FOR ALL OF OUR STUDENTS.

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DOLLAR AMOUNT: \$ 10,000.00

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CONTACT PERSON: NIKHIL LAUD
 TELEPHONE NO: 415-379-7619

SubTotal PO Amount	10,000.00
Freight	0.00
Total PO Amount	10,000.00

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: 9/10/2019**

SITE	CONSULTANT NAME	AMOUNT	APPROVAL#
	<u>ONLINE "K" RESOLUTION LOG FOLLOWS THIS LOG</u>		
San Francisco Public Montessori Elementary School	Anastasia Dillman	\$10,000.00	19-52KA
Alamo Elementary School	Ryan Candelario	\$16,200.00	19-53KA
Alamo Elementary School	Deborah Hoch	\$5,330.00	19-54KA
Argonne Elementary School	Janelle Dowling	\$6,545.00	19-55KA
R. L. Stevenson Elementary School	Ivy Chen	\$2,805.00	19-56KA
Jose Ortega Elementary School	Kevan Wang	\$24,000.00	19-87KA
C&I, Indian Education Program at Sanchez Elementary School	Michelle Antone	\$7,000.00	19-88KA
Asawa SOTA	Preeti Vangani	\$1,400.00	19-57KA
Asawa SOTA	Anne Sandkuhler	\$17,200.00	19-58KA
Abraham Lincoln High School	Jahron Ramos	\$4,000.00	19-86KA
Special Education Services	Jennifer L. Steinback	\$20,600.00	19-59KA
C&I, Ethnic Studies Department	Dr. Allyson Tintiangco-Cubales	\$10,000.00	19-60KA
Early Education Department	Melissa Hope	\$1,350.00	19-61KA
Early Education Department	Debra Sullivan	\$5,000.00	19-62KA
KALW Radio Station	Katie McCutcheon	\$500.00	19-63KA
KALW Radio Station	Sam Greenspan	\$8,000.00	19-64KA
KALW Radio Station	Ryan Nicole Austin	\$1,975.63	19-65KA
C&I, Migrant Education Program	Sara Jimenez	\$420.00	19-66KA
C&I, Migrant Education Program	Gloria Jimenez	\$420.00	19-67KA
C&I, Migrant Education Program	Gerardo Lopez	\$9,800.00	19-68KA
Chinese Immersion School @ DeAvila	LEAP – Arts in Education	\$5,424.00	19-69KA
L.R. Flynn Elementary School	Community Grows	\$19,864.64	19-70KA
Alamo Elementary School	Richard Herron	\$6,600.00	19-71KA

19-60 KA
K Resolution

SUBJECT: Consultant Services Individual Organization

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

DATE OF BOARD MEETING: 9/10/2019

Is this a retroactive resolution? Yes No

If yes, please explain. Choose from list below 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)

The expansion of our district's Ethnic Studies work, along with the addition of a new H-SS team, places us at a pivotal point in our work to develop, plan and implement a humanizing education for all of our students. To that end, Dr. Allyson Tintiango-Cubales will be facilitating the development of a unifying vision, mission and strategic plan for our ES & H-SS team that grounds and guides our individual and collective work, moving forward.

As SFUSD's Ethnic Studies scholar advisor, Dr. Tintiango-Cubales was an instrumental part of developing our district's Ethnic Studies program, over the last 12 years. This places her in a unique position to facilitate this new formation of TSA. It is our goal to be effective in coordinating the work to align H-SS with our district's efforts to achieve equity and justice within our educational system.

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

School Site / Department: C & I- Ethnic Studies Department

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Ethnic Studies TSAs (Artnelson Concordia, Nikhil Laud)
History-Social Science TSAs (Aimee Riechel, Terycka Garcia)

Dates of Service: 9/16/2019-9/20/2019

Total Cost: \$10,000

Funding Source(s)/Program Title:
Unrestricted-Resources: *General Fund*

SACS Code(s):

[Signature]
9/15/19

K Resolution

01-00000-2020-0000-2100-5803-195 /

Name of Consultant: Dr. Allyson Tintiango, Cubales \$10,000 /

Evaluation: \$ _____ /

Total Cost: \$10,000 /
=====

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:

Dr. Allyson Tintiangco-Cubales is a full professor in the College of Ethnic Studies at San Francisco State University. She is also a faculty member in the doctorate program for Educational Leadership. She has published several books and a wide array of articles that focus on the development of Ethnic Studies curriculum and community responsive pedagogy. Her research focuses on the impact of Ethnic Studies, urban youth cultures, community development, critical performance pedagogy pedagogies of resistance, motherscholaring, and Pinayism, a concept that she coined in 1995. Prior to becoming a faculty member, she received her undergraduate degree in Ethnic Studies from UC Berkeley and her Ph.D. in Education from UCLA.

In addition to her responsibilities as a faculty member at SFSU, Tintiangco-Cubales has been extremely dedicated to the Filipina/o/x/American community. To respond to the social, academic, and emotional challenges that Filipina/o/x/American youth face, in 2001 she founded of Pin@y Educational Partnerships (PEP), an Ethnic Studies educational pipeline that creates partnerships, projects, and curriculum that work toward social justice. Every year, PEP sends hundreds of students to college, graduate school, and credential programs.

Related to her work with PEP, one of her major accomplishments was working with community organizations and educators to get Ethnic Studies instituted in high schools in the San Francisco Unified School District and also in many other districts across the nation. She has worked with districts and schools all over the nation to not only advocate for the institutionalization of Ethnic Studies but also provide pedagogical and curricular development and support to insure that the implementation is responsive and engaging to students. She is also the Chair of the California State Ethnic Studies Model Curriculum Advisory Committee.

DEGREE OF STUDENT CONTACT:

- Limited Contact More Than Limited Contact No Student Contact

PREPARED BY: Nikhil Laud

SUBMITTED BY: Nikhil Laud

SCHOOL SITE/and or DEPARTMENT: C and I- Ethnic Studies

Phone: 415-379-7619

Date: 8/6/2019

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 years.

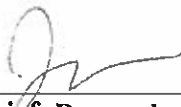

Principal/Central Office Administrator


(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

***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.**

INDIVIDUAL CONTRACTOR AGREEMENT

This Individual Contractor Contract ("Agreement" or "Contract") is dated for convenience as of **OCTOBER 2, 2019**, between the **San Francisco Unified School District** ("District") and **ALLYSON TINTIANGCO-CUBALES** ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

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 **ETHNIC STUDIES DEPARTMENT & HISTORY-SOCIAL SCIENCE**

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **SERVICES.** Contractor agrees to perform the services provided for in the attached **APPENDIX A** ("Scope of Work or Services").
2. **TERM; EFFECTIVE DATE.** This Agreement shall become effective only upon approval and/or ratification by the District's Board of Education in an open, noticed meeting, proper execution by the Parties and certification by the Chief Financial Officer as to the availability of funds. The term for these Services shall commence on **9/16/2019** and shall expire on **9/20/2019**.
3. **COMPENSATION.** Compensation to Contractor shall not exceed **TEN THOUSAND** dollars (**\$10,000.00**). The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached **APPENDIX B** ("Schedule of Fees and Charges").
4. **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.
 - 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.
 - d. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
 - e. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
5. **DISALLOWANCE**
 - a. If Contractor claims or receives payment from the District for a service that 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 that may become due to Contractor under this 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.

6. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a Contractor, 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.

7. 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.

8. 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.

9. TAXES

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

10. 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. Contractor shall refund any amounts necessary to effect such reduction.

11. 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, 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 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.

12. 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 the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **APPENDIX C** ("Insurance Requirements").

13. LIABILITY OF DISTRICT

DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO CONTRACTOR UNDER 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.

14. 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.

15. REMEDIES

If a 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.

16. 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.
- 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, or 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.

17. NOTICES

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as follows:

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	ETHNIC STUDIES DEPARTMENT & HISTORY-SOCIAL SCIENCE
HEAD OF SITE/DEPARTMENT	Nikhil Laud
CONTACT PERSON	Nikhil Laud
STREET ADDRESS	750 W. 25 th Ave
CITY, STATE, ZIP	San Francisco, CA 94121
TELEPHONE	(415) 379-7619
EMAIL ADDRESS	LaudN@sfusd.edu

NOTICE TO THE CONTRACTOR:

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

With Copy to:

San Francisco Unified School District
 Contracts Office
 135 Van Ness Street, Room 102
 San Francisco, CA 94102
moocks@sfusd.edu

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

18. CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS FOR A CONTRACTOR WHO IS AN INDIVIDUAL

- a. If Contractor will have more than limited contact with SFUSD students, Contractor shall complete **APPENDIX D - Criminal Background Check/Tuberculosis Clearance Form**, AND undergo, complete and clear a Live Scan criminal background (fingerprint) check through the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation, including the subsequent arrest notification

service, prior to commencing the services under this Agreement. This process takes place at SFUSD Human Resources Department. If SFUSD has been previously cleared the Contractor through Live Scan they would not have to be re-fingerprinted.

- b. No person who has been convicted of a serious or violent felony as defined in California Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined in Education Code Section 44010, a controlled substance offense as defined in Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate shall be permitted to contract with the District. 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 Education Code Section 45122.1 and who provides satisfactory documentation of such.
- c. Contractor understands and agrees that as part of the criminal background check, the District will request and receive subsequent arrest notification from CDOJ and FBI concerning any arrests of the Contractor under this Agreement. Upon receipt of any notice that the Contractor has been arrested or convicted of a serious or violent felony as defined in Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, a controlled substance offense as defined in Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate, District shall immediately suspend and prohibit Contractor from having any contact with District pupils and/or providing services under the Agreement.
- d. During the term of the Agreement, the Contractor shall immediately report any arrest to the District.
- e. Failure to clear the criminal background check when clearance is required will render this Agreement null and void, and extinguish any rights of Contractor hereunder.

19. TUBERCULOSIS SCREENING REQUIREMENTS FOR A CONTRACTOR WHO IS AN INDIVIDUAL

- a. The tuberculosis testing requirement applies only to a Contractor who will have frequent or prolonged contact with students under this Agreement.
- b. Prior to commencing with services under this Agreement, Contractor shall Contractor shall complete **APPENDIX D** and submit written certification of tuberculosis clearance to the Contract Office. The TB clearance must utilize the procedure described in California Education Code Section 49406, dated within one year of the start of the Agreement. Thereafter, Contractor shall ensure that he or she has obtained and provided a written clearance at least once every four years if still rendering services to the District.
- c. The District shall not be responsible for the costs of the examination/certification.
- d. Failure to obtain the required clearance shall constitute a default by Contractor and may result in termination of this Agreement.

20. CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT

- a. A school district is required to report post-retirement earnings to CalSTRS for retired members who perform creditable service whether the retired member was compensated as an employee of the district, independent contractor or employee of a third party.
- b. When a retired member's earnings exceed the fiscal year limitation, their retirement benefit will be reduced by the amount earned over the annual limit.
- c. The amount reduced may be equal to their monthly retirement benefit payable but shall not exceed the annual retirement benefit payable to the member.
- d. Contractor certifies that it is cognizant and fully informed of regulations regarding Postretirement Earnings Limits applicable to retirees from California State Teachers Retirement Services (CalSTRS). (California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.)
- e. **Contractor shall inform the District if it is a retired member of CalSTRS before receiving payment for services under this Agreement, and all post-retirement earnings shall be reported to CalSTRS.**
- f. Contractor shall indemnify, defend (by counsel reasonably acceptable to the District) and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to adhere to CalSTRS regulations applicable to retirees Postretirement Earnings Limit.

21. CONFLICT OF FINANCIAL INTEREST

- a. It shall be Contractor's responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Contractor 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.

- b. Contractor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in **Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest**.
- c. Contractor certifies that it is familiar with the provisions of set-forth in **Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270**; 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. Please refer to the following links for the complete text of **Board Rule and Procedure 9270** and **Appendix to Board Rule and Procedure 9270**: (right click to open link)

<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGUTL477D602>
<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AWU6KM1553E4>

22. **NON DISCRIMINATION**

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 / Nondiscrimination in District Programs and Activities**, 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 comply with **Board Policy 6141 / Curriculum Development and Evaluation**, which recognizes that the District's curriculum may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. The services provided by Contractor shall not reflect 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. By signing this Agreement, Contractor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies. **Please refer to the following links for the complete text of Board Policy 0410 and Board Policy 6141: (right click to open link)**

<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=B4T49X7AED0E>
<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGP2W9042347>

23. **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 is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws otherwise permits access to confidential student information applies. **Even if access is permitted, 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.** Contractor's access to and use of confidential student data for purposes other than provided for under this Agreement requires **prior written approval** from the District's Office of Research, Planning and Accountability ("RPA"). Contractor must complete and submit a Research Application to RPA and if RPA approves the Research Application, Contractor must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA.
- d. Within thirty (30) days of the 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 is 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.

24. 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 agents or assigns will constitute a material breach of this Agreement.

25. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

If Contractor will provide services at a school site and works 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.

26. OWNERSHIP OF RESULTS

Any newly-developed 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 ("Results") shall be the property of and be promptly transmitted to the District. The District hereby grants to Contractor a non-exclusive, irrevocable, royalty-free license to reproduce, modify, edit, create derivative works based on, and otherwise use the Results. The Parties acknowledge and agree that the Contractor retains and exclusively owns all rights, title and interest in and to the intellectual property rights owned or developed by the Contractor prior to the date of this Agreement or outside of the scope of the services provided pursuant to this Agreement.

27. 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.

28. SUBCONTRACTING

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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 approval or ratification by the Board of Education in an open, noticed meeting.

34. 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.

35. 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.

36. 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.

37. 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.

38. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

- a. Original copies of this Agreement shall be executed by the respective Party's authorized signatories.
- 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.

39. 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.

40. APPENDICES

The Appendices set-forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference. In signing this Agreement, Contractor certifies that it will comply with all laws, regulations, and SFUSD Board Policies; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

Appendix A - Scope of Work or Services
Appendix B - Schedule of Fees and Charges
Appendix C - Insurance Requirements
Appendix D - Criminal Background Check/Tuberculosis Clearance Form

41. STUDENT CONTACT DISCLOSURE

<p>Will Contractor will have MORE THAN LIMITED CONTACT or FREQUENT OR PROLONGED CONTACT with District students in the performance of this Agreement? <i>Check one:</i></p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If YES, Contractor must comply with the requirements of paragraphs 18, 19 and APPENDIX D <u>prior</u> to Board ratification or approval.</p>	<p><i>I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.</i></p> <p> _____ Suzy de Blois Supervisor, Ethnic Studies and Secondary ELA/H-</p> <p>Date: 10/2/2019</p>
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IN WITNESS WHEREOF the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District's Board of Education on 9/10/2019. 19-60KA

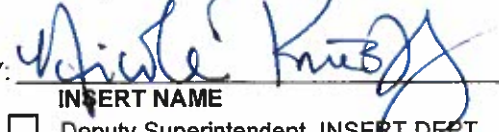
ALLYSON TINTIANGCO-CUBALES

APPROVED:

BY: 
 Authorized Signature
 Allyson Tintiango-Cubales

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: 


 INSERT NAME
 Deputy Superintendent, INSERT DEPT
 Chief, INSERT DEPT
 Assistant Superintendent, INSERT DEPT

Information regarding Contractor:
 (to one and complete W-9 on following page)

Type of Business Entity:

- Individual, no Employees
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State:
- Limited Liability Company
- Other:

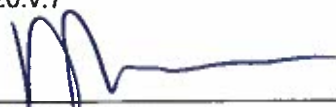
RECOMMENDED:


BY: 

 Signature of Site/Dept. Administrator
 Suzy de Blois
 Supervisor, Ethnic Studies and Secondary ELA/H-

APPROVED AS TO FORM:

BY: _____
 Senior Deputy General Counsel
 (N/A if < bid threshold limit)

BY:  1/15/20
Meghan Wallace
Chief Financial Officer

BY:  12/24/19
Contracts Office

TAXPAYER INFORMATION – W9

Form **W-9**
(Rev. November 2017)
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.

Please print or type
See Specific Instructions on page 3.

<p>1. Name (As shown on your income tax return) <u>Name is required on this line; do not leave this line blank.</u></p> <hr/> <p>2. Business name /disregarded entity name, if different from above ALLYSON TINTIANGCO-CUBALES</p> <hr/> <p>3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____</p> <hr/> <p>5. Address (number, street, and apt. or suite no.) See instructions. 151 STONERIDGE LANE</p> <hr/> <p>6. City, state, and ZIP code SAN FRANCISCO, CA 94134</p> <hr/> <p>7. List account number(s) here (optional)</p>	<p>4. 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p> <hr/> <p>Requester's name and address (optional)</p>
---	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 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 instructions for Part 1, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later.

TIN Employer identification number	5
---------------------------------------	---

Note. If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give The Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).
4. 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 for Part II later.

Sign Here Signature of U.S. person ▶ *Allyson Tintiangco*

Date ▶ 10-31-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9, and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

(refer to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

—end—

APPENDIX A

SCOPE OF WORK or SERVICES

Contractor agrees to provide the following services to the District:

The expansion of our district's Ethnic Studies work, along with the addition of a new H-SS team, places us at a pivotal point in our work to develop, plan and implement a humanizing education for all of our students. To that end, Dr. Allyson Tintiangco-Cubales will be facilitating the development of a unifying vision, mission and strategic plan that grounds and guides our individual and collective work, moving forward. She will be facilitating these strategic planning sessions along with short, medium and long term goal planning.

As SFUSD's Ethnic Studies scholar advisor, Dr. Tintiangco-Cubales was an instrumental part of developing our district's Ethnic Studies program. This places her in a unique position to facilitate this new formation of TSA. It is our goal to be effective in coordinating the work to align H-SS with our district's efforts to achieve equity and justice within our educational system.

- What services (in detail) will be provided:
- When will services begin and end:
- Where and How will services be provided:
- How many services will be provided:
(Note: Attachments will not be accepted; do not include Contractor's written proposal in the Appendix A.)

APPENDIX B

SCHEDULE OF FEES AND CHARGES
CALCULATION OF CHARGES

Total Cost of the Agreement (Not to Exceed Amount) TEN THOUSAND dollars (\$10,000.00).

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

5 5 hour workshops at Curriculum and Instruction Office at \$2000/per workshop - \$10,0000

APPENDIX C

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives, employees or subcontractors.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of contractors regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with the District's Risk Manager.

1. Is Contractor required to **hold a professional license that is regulated by the state?**
 NO
 YES If yes, Professional Liability Insurance is required.

2. Will Contractor be compensated an annual amount (District wide) of \$50,000 OR LESS under the Agreement?
 NO
 YES If yes, evidence of insurance is waived (unless the services are deemed inherently risky, per the discretion of the District's Risk Manager).

MINIMUM SCOPE OF INSURANCE:

- A. **Professional Liability (Errors and Omissions) Insurance** – appropriate to the Contractor's profession, with limits no less than One Million Dollars (\$1,000,000.00) per occurrence or claim, Two Million Dollars (\$2,000,000.00) aggregate.
 1. Claims Made Policies (applicable only to professional liability):
 - I. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - II. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
 - III. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date*, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of work.*

- B. **General Liability (CGL):** Insurance covering GL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and a general aggregate in an amount twice the required occurrence limit.

- C. **Automobile Liability:** with limits no less than One Hundred Thousand Dollars (\$100,000.00) per accident for bodily injury and property damage. 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.

Broader Coverage

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District within 30 days of completion of the executed Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.


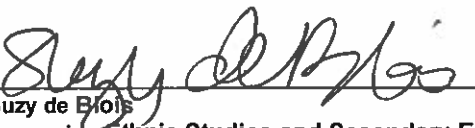
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**APPENDIX D
Criminal Background Check/Tuberculosis Form
Tuberculosis Screening Requirements
FOR A CONTRACTOR WHO IS AN INDIVIDUAL**

It is the Contractor’s sole responsibility to comply with the DOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of Contractor provided services in accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

PLEASE CHECK THE APPROPRIATE BOX AND SIGN BELOW:

	1. REQUIREMENTS SATISFIED:
<input type="checkbox"/>	Contractor has been fingerprinted through the SFUSD Live Scan Service and cleared a criminal background check conducted by the District with the California Department of Justice (DOJ) and the Federal Bureau of Investigation. Contractor’s Live Scan DOJ fingerprint and criminal background investigation includes the subsequent arrest service.
	2. WAIVER JUSTIFICATION
<input checked="" type="checkbox"/>	The Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.: The Contractor will have more than LIMITED CONTACT with students, but will be <u>under the direct supervision of District personnel</u> when in contact with students.
	And/or
<input type="checkbox"/>	The Contractor will have LIMITED/NO CONTACT with students.
	3. TUBERCULOSIS SCREENING
<input type="checkbox"/>	Contractor shall submit via email a copy of the TB clearance certification to the Contract Office prior to commencing with services under this Agreement. All costs to comply with the TB certification requirements are the Contractor’s responsibility.

CONTRACTOR:	SITE/DEPARTMENT ADMINISTRATOR:
I hereby certify that the waiver justification is true and accurate, and that I will at all times be under the direct supervision of District personnel or I will have Limited/No Contact with students. I further agree to immediately notify the District if I am no longer <u>under the direct supervision of District personnel</u> during the term of this Agreement	I affirm that the Contractor will be <u>under the direct supervision of District personnel</u> at all times when in contact with students.
By:  ALLYSON TINTIANGCO-CUEALES	By:  Suzy de Blois Supervisor, Ethnic Studies and Secondary ELA/H-

--end--