

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-0000141629	Date 07/29/2019	Revision	Page 1
Payment Terms NOW	Freight Terms FOB DESTINATION		Ship Via COMMON
Buyer CHAN, SUSAN	Phone x1604	Currency USD	

Vendor: 0000050067
 NATIONAL EQUITY PROJECT
 1720 BROADWAY, 4TH FLOOR
 OAKLAND, CA 94612

Ship To: SEE BELOW
 SEE BELOW
 SEE BELOW CA
 United States

Bill To: SEE BELOW
 SEE BELOW
 SEE BELOW CA
 United States

PHONE: 510/208-0160
 Fax: 510/208-1979

Tax Exempt? N	Tax Exempt ID:	PO Reference: 196-25K95				
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt Due Date

1- 1	CONSULTANT - ADMINISTRATIVE		1.00	DOL	130,000.00	130,000.00 08/28/2019
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DATES OF SERVICE: 7/29/19 - 6/30/20

BOARD RESOLUTION NO: 196-25K95
 APPROVAL: 6/25/19

BILL TO / SHIP TO:

SUPERINTENDENT'S OFFICE
 AFRICAN AMERICAN ACHIEVEMENT & LEADERSHIP INITIATIVE
 555 FRANKLIN STREET, 3RD FLOOR
 SAN FRANCISCO, CA. 94102
 ATTENTION: BOBBY POPE

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SERVICE: NATIONAL EQUITY PROJECT- KINGMAKERS OF OAKLAND WILL SERVE AS A CONSULTANT TO SUPPORT THE YEAR 4 IMPLEMENTATION OF THE "MASTERING OUR CULTURAL IDENTITY: AFRICAN AMERICAN MALE IMAGE" COURSE AT MARTIN LUTHER KING, JR. MIDDLE SCHOOL, WILLIE L. BROWN, JR. MIDDLE SCHOOL, VISITACION VALLEY MIDDLE SCHOOL, PRESIDIO MIDDLE SCHOOL, JUNE JORDAN SCHOOL FOR EQUITY, AND CIVIC CENTER SECONDARY SCHOOL.

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DOLLAR AMOUNT: \$ 130,000.00

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CONTACT PERSON: BOBBY POPE
 TELEPHONE NO: 415-241-6121

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

Purchase Order

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 OAKLAND, CA 94612

PHONE: 510/208-0160
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Ship To: SEE BELOW
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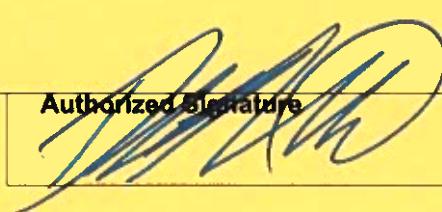
Bill To: SEE BELOW
 SEE BELOW
 SEE BELOW CA
 United States

Tax Exempt? N	Tax Exempt ID:	PO Reference: 196-25K95			
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date

SubTotal PO Amount	130,000.00
Freight	0.00
Total PO Amount	130,000.00

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



BOARD APPROVED "K" RESOLUTIONS

DATE: 6/25/2019

SITE	CONSULTANT NAME	AMOUNT	APPROVAL #
Human Resources	Bay Area Communication Access (BACA) (Pending FY 2019-20 Budget Approval)	\$350,000.00	196-25K88
Medi-Cal Revenue Unit	Paradigm HealthCare Services (Pending FY 2019-20 Budget Approval)	6% to 8.5% of Gross reim. \$ & \$7,5000 fee	196-25K89
Medi-Cal Revenue Unit	A. Paradigm HealthCare Services B. San Francisco Department of Public Health	see K Reso for breakdown	196-25K90
C&I, Computer Science Department	Code Nation (Pending FY 2019-20 Budget Approval)	\$30,000.00	196-25K91
Finance Department	Vavrinek, Trine Day & Co., LLP (Pending FY 2019-20 Budget Approval)	\$210,000.00	196-25K92
Student Nutrition Services	Horizon Software (Pending FY 2019-20 Budget Approval)	\$70,616.46	196-25K93
Department of Technology	Innive Inc. (Pending FY 2019-20 Budget Approval)	\$69,200.00	196-25K94
Superintendent's Office	National Equity Project O Kingmakers of Oakland (Pending FY 2019-20 Budget Approval)	\$130,000.00	196-25K95
Superintendents Office	Equal Opportunity Schools (Pending FY 2019-20 Budget Approval)	\$43,600.00	196-25K96
Policy & Operations	Imagine Learning	\$150,000.00	196-25K97
C&I Computer Science Department	SRI International (Pending FY 2019-20 Budget Approval)	\$33,333.33	196-25K98
"AMENDMENTS"			
KALW Radio Station	Additional services needed. AMEND 181-15K14 Kristin McCandless	\$2,560.00	196-25K99
C&I, Professional Growth and Development	Change/correct funding sources. AMEND 192-26K2 Annemarie McKee-Brown	\$0.00	196-25K100
Hillcrest Elementary School	Additional services needed. AMEND 1812-11K20 Mission YMCA	\$16,289.00	196-25K101
KALW Radio Station	Reduction in services needed. AMEND 1812-11K21 Education Outside	(\$1,500.00) Credit	196-25K102
John O'Connell High School	Reduction in services needed. AMEND 195-14K80 Mission Graduates	(\$1,057.50) Credit	196-25K103
Early Education Department	Reduction in services needed. AMEND 1812-11K26 ZUM Services, Inc.	(\$35,000.00) Credit	196-25K104
Proposition A 2006/2011/2016 Bond Program	Additional services needed. AMEND 186-26K95; 189-25K56 Kevin W. Harper, CPA	\$22,000.00	196-25K105

SUBJECT: Consultant Services Individual Organization

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

DATE OF BOARD MEETING: June 25, 2019

Is this a retroactive resolution? Yes No

If yes, please explain. Choose from list below

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

196-25K95

National Equity Project - Kingmakers of Oakland will serve as a consultant to support the Year 4 implementation of the "Mastering Our Cultural Identity: African American Male Image" course at Martin Luther King, Jr. Middle School, Willie L. Brown, Jr. Middle School, Visitacion Valley Middle School, Presidio Middle School, June Jordan School for Equity, and Civic Center Secondary School. The consultant will provide curriculum for the course at each school site and support the teachers of the course with monthly professional learning community meetings, and ongoing observations and coaching.

Category: Administrative

Code: 1

School Site / Department:

Superintendent's Office

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

Martin Luther King, Jr. Middle School, Willie L. Brown, Jr. Middle School, Visitacion Valley Middle School, Presidio Middle School, June Jordan School for Equity, and Civic Center Secondary School

Dates of Service:

July 29, 2019 - June 30, 2020

Total Cost:

\$130,000.00

Funding Source(s)/Program Title:

Unrestricted General Fund

School Site Based WSF Allocation

ESSA: Title I, Part A, Basic Grants Low-Income and Neglected

SACS Code(s):

01-0000-2020-1110-2100-5803-023 \$100,000

01-0000-2020-1110-2100-5803-757 \$ 10,000

05-30101-2020-0000-2100-5803-483 \$20,000

(Pending FY 2019-20 Budget Approval)

Name of Consultant:

National Equity Project -
Kingmakers of Oakland

\$130,000.00

Evaluation:

\$0.00

Total Cost:

\$130,000.00

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:

The Oakland Unified School District Office of Equity (originally known as the African American Male Achievement Department) is a national leader in providing essential instructional and programmatic supports to advance success for Black males. Since 2010 the Office has established a proven track record of increasing participants’ graduation rates, academic performance, and self-efficacy. SFUSD seeks to replicate and build upon the successes realized through the various strategies implemented by the Office of Equity.

DEGREE OF STUDENT CONTACT:

- Limited Contact More Than Limited Contact No Student Contact

PREPARED BY: Landon Dickey

SUBMITTED BY: Landon Dickey

SCHOOL SITE/and or DEPARTMENT: African American Achievement & Leadership Initiative

ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contractor Contract (“Agreement” or “Contract”) is dated for convenience as of the **JUNE 19, 2019**, between the **San Francisco Unified School District** (“District”) and **NATIONAL EQUITY PROJECT - KINGMAKERS OF OAKLAND** (“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 **SUPERINTENDENT'S OFFICE - AFRICAN AMERICAN ACHIEVEMENT & LEADERSHIP INITIATIVE**

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 **JULY 1, 2019** shall expire on **JUNE 30, 2020**.
3. **COMPENSATION.**
Compensation to Contractor shall not exceed **ONE HUNDRED THIRTY THOUSAND dollars (\$130,000.00)**. 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, 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	SUPERINTENDENT'S OFFICE - AFRICAN AMERICAN ACHIEVEMENT & LEADERSHIP INITIATIVE
HEAD OF SITE/DEPARTMENT	LONDON DICKEY
CONTACT PERSON	BOBBY POPE
STREET ADDRESS	555 FRANKLIN STREET, 3 RD FLOOR
CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241.6121
EMAIL ADDRESS	POPEB1@SFUSD.EDU

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	NATIONAL EQUITY PROJECT - KINGMAKERS OF OAKLAND
CONTACT PERSON	CHRISTOHER P CHATMON
STREET ADDRESS	1720 BROADWAY, 4 TH FLOOR
CITY, STATE, ZIP	OAKLAND, CA 94612
TELEPHONE	(510) 589.4658

EMAIL ADDRESS	CHRIS@KINGMAKERSOFOAKLAND.ORG
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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

- a. Criminal Background Check
 - 1) Throughout the term of this Agreement, if Contractor or any of its employees, agents or volunteers that Contractor hires or assigns, will have more than limited contact with SFUSD students, Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor must conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and must obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement.
 - 2) Contractor certifies that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by 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 by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate, shall have contact with District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer 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.
 - 3) It is the Contractor's sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement.
 - 4) The District will not be responsible for the costs of the criminal background checks.
 - 5) Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements.
 - 6) If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District Administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement. The District's determination shall control.
- b. Subsequent Arrest Notification
 - 1) In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.

- 2) Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, or a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.
- 3) Without limiting any other available legal remedies, failure by Contractor to comply with this Section may result in termination of this Agreement at the District's sole discretion.
- c. Contractor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., and maintain compliance throughout the duration of this Agreement with SFUSD.
- d. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

19. TUBERCULOSIS SCREENING REQUIREMENTS

- a. California law requires that school consultants working with students be free of infectious tuberculosis (TB).
- b. If Contractor, its employees and/or sub-Contractors ("Contractor Parties") shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement, then Contractor shall at all times during the duration of the Agreement maintain compliance with the tuberculosis ("TB") certification requirements as set forth herein.
- c. Contractor shall maintain on file documents confirming that Contractor Parties received a TB test or TB assessment that complies with the requirements of California Education Code section 49406. These documents shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.
- d. All costs to comply with the TB certification requirements are the Contractor's responsibility.
- e. Contractor shall indemnify, defend 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 comply with these TB certification requirements.
- f. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

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 owner and/or their employees 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 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 referenced in the Appendices; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies referenced in the Appendices; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies contained therein; 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

(Continued on next page)

41. STUDENT CONTACT DISCLOSURE

<p>Will Contractor have <u>MORE THAN LIMITED CONTACT</u> or <u>FREQUENT OR PROLONGED CONTACT</u> with District students in the performance of this Agreement? Check one:</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If YES, Contractor must comply with the requirements of Section 18 prior 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> _____ Landon Dickey Special Assistant to Superintendent</p> <p>_____ Date: June 19, 2019</p>
--	---

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 6/25/19 19625495

NATIONAL EQUITY PROJECT - KINGMAKERS OF OAKLAND

APPROVED:

BY: 

 Authorized Signature
LaShawn Chatmon
 Executive Director National Equity Project


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

Type of Business Entity:

- Individual, no Employees
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: Not for Corporation 501(C)(3)


SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: 


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

RECOMMENDED:


BY: 

 Signature of Site/Dept. Administrator
Landon Dickey
 Special Assistant to Superintendent

APPROVED AS TO FORM:

BY: 

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

BY: 

 Contracts Office



Meghan Wallace
 Chief Financial Officer 7/20/19

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.

1. Name (As shown on your income tax return) <u>Name is required on this line; do not leave this line blank.</u> NATIONAL EQUITY PROJECT	
2. Business name /disregarded entity name, if different from above NATIONAL EQUITY PROJECT - KINGMAKERS OF OAKLAND	
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 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 checked="" type="checkbox"/> Other (see instructions) ▶ NOT FOR CORPORATION 501(C)(3)	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>
5. Address (number, street, and apt. or suite no.) See instructions. 1720 BROADWAY, 4TH FLOOR	Requester's name and address (optional)
6. City, state, and ZIP code OAKLAND, CA 94612	
7. List account number(s) here (optional)	

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.

Social security number	
or	
Employer identification number	
9	4
-	3
2	2
2	2
9	6
0	


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 ▶ 

Date ▶ 6/21/2019

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 Kingmakers of Oakland (KOO) will serve as a consultant to support the Year 4 implementation of the "Mastering Our Cultural Identity: African American Male Image" course at six sites, Martin Luther King Jr. Middle School; Willie L. Brown Jr. Middle School; Visitacion Valley Middle School; Presidio Middle School; June Jordan School For Equity; and Civic Center Secondary School. The contractor will provide curriculum for the course at each school site and support the teachers of the course with a weeklong orientation, monthly professional learning community meetings, and ongoing observations and coaching. The contractor's staff will also assist SFUSD in developing strategic communications materials for internal and external stakeholders.

The detailed services will include:

*Provision of the contractor's curriculum, "Mastering Our Cultural Identity: African American Male Image", to the six aforementioned sites, with the curriculum tailored to 6th - 8th grade students for the middle school sites, and the University of California approved, college-preparatory elective ("g") provided for the high school sites. The curriculum will include lesson plans, content referenced in lesson plans, and any other associated materials that instructors will need to implement the curriculum.

*Professional development for the five selected instructors from each site for the course. Professional development will include a weeklong orientation, two full-day trainings (dates to be determined and communicated in a timely manner) hosted by KOO throughout the 2019 - 2020 academic year, and the monthly Professional Learning Communities hosted by the Oakland Unified School District Office of African American Male Achievement from September 2019 to May 2020.

*Staff members of Kingmakers of Oakland will each conduct two full - day (eight hour) site visits to conduct classroom observations and provide feedback on implementation of the curriculum in San Francisco throughout the course of the year. Each site will have a Fall 2019 and Spring 2020 observation, though it is at the consultant's discretion to determine which of its staff members observe which class.

- 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) ONE HUNDRED THIRTY THOUSAND dollars (\$130,000.00).

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

\$60,000 payable upon approval of contract to receive access to the curriculum for Martin Luther King Jr. Middle School; Willie L. Brown Jr. Middle School; Visitacion Valley Middle School; Presidio Middle School; June Jordan School For Equity; and Civic Center Secondary School.

\$30,000 payable on or after Friday, July 26, 2019 for July 2019 - December 2019 cycle of of Professional Development for five instructors.

\$30,000 payable on or after Monday, January 6, 2020 for January 2020 - May 2020 cycle of Professional Development for five instructors.

\$10,000 at a rate of \$1,500 per day for KOO staff to conduct classroom observations and provide feedback, resources, and recommendations to SFUSD staff.

\$10,000 upon approval of contract to receive access

In summary:

Curriculum for 6 sites:	\$60,000
Professional dev't July.- Dec. 2019:	\$30,000
Professional dev't Jan.- May 2020:	\$30,000
Classrm Obsvn \$1,500/day x 6.67 days:	\$10,000
 Total not to exceed amount:	 \$130,000

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

- 1.) **Compensation**
 - a. The Contractor’s fee set forth in this Agreement shall be full compensation for all of Contractor’s Services incurred in its performance of the services set forth in **Appendix “A.”**
 - b. All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and is subject to approval of the District.
 - c. The Fee shall be paid as indicated below and the rate of pay shall not be changed for the term Agreement.

- 2.) **Method of Payment**
 - a. Contractor shall submit invoices in a format approved by the District
 - b. Contractor shall submit invoices to the District via the District’s authorized representative upon receipt and approval of Contractor’s invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

--end--

APPENDIX C

INSURANCE REQUIREMENTS

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, 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.

MINIMUM SCOPE OF INSURANCE:

For Organization/Professionals providing services to SFUSD (District wide) who receive, on an annual basis, \$50,000 or less in compensation from SFUSD, no evidence of General Liability/ Commercial Liability insurance is required (unless the services are deemed inherently risky). However, you will need to provide the following insurance certificates:

1. **Automobile Liability Insurance** – (If you are driving while providing the services of this contract.) With limits not less than One Million Dollars (\$1,000,000.00) each accident 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 Consultant through the District's Contracts Office provided that Consultant will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver.
2. **Workers' Compensation Insurance if Organization/Professional Liability Contractor has employees.** The minimum as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. A waiver of the Workers' Compensation insurance requirements may be requested by Contractor through the District's Contracts Office provided that Contractor does not have any employees.

For Organization/Professionals providing services to SFUSD (District wide) who receive, on an annual basis, \$50,001 or more in compensation from SFUSD, the following certificates evidencing insurance are required:

3. **Comprehensive/Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate in an amount twice the required occurrence limit, including coverages for Employers liability, contractual liability, personal injury, independent contractors, and sexual abuse and molestation. The Sexual Abuse and Molestation coverage will be waived, in the District's sole discretion, if the Contractor has certified will have no contact with, or limited contact with, the District's students in the performance of this Agreement.
 - a. **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
 - b. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. **Automobile Liability** Insurance with limits not less than One Million Dollars (\$1,000,000.00) each accident 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 Consultant through the District's Contracts Office provided that Consultant will not use any automobiles in the performance

of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver.

5. **Workers' Compensation** (This is required for any Contractor that has employees, regardless of the cost of services under this Agreement): as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
 - a. **Waiver of Subrogation:** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

6. **Professional Liability** (Errors and Omissions Insurance) (This is needed if the contractor holds a professional license that is regulated by the state) 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.
 - a. **Claims Made Policies (note –applicable only to professional liability, see below)**
 - b. If any of the required policies provide claims-made coverage:
 - 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.*

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 the 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 contract. 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.

--end--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

- 1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

- 2. The amount shown in the Information Page.

This provision 1 of EXTENDED OPTIONS does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

✓ **3. Waiver of Our Right To Recover From Others**

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. The bodily injury must be sustained by an officer or employee.
- 2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
- 3. Bodily injury by accident must occur during the policy period.
- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

- 1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
- 2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

- 1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
- 2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
- 3. bodily injury intentionally caused or aggravated by you.