

**ADMINISTRATIVELY APPROVED "K" RESOLUTIONS  
DATE: 5/14/2019**

<b>SITE</b>	<b>CONSULTANT NAME</b>	<b>AMOUNT</b>	<b>APPROVAL#</b>
	<u>ONLINE "K" RESOLUTION LOG FOLLOWS THIS LOG</u>		
San Francisco Public Montessori	Young Performer's Theater	\$1,350.00	18-535KA
Jefferson Elementary School	Deborah Hoch	\$10,400.00	18-536KA
Jefferson Elementary School	Elizabeth Haycox	\$3,600.00	18-537KA
Jefferson Elementary School	Ivy Chen	\$1,360.00	18-538KA
George Washington High School	Michael Javier	\$2,250.00	18-539KA
iLab	Annemarie Brown	\$15,000.00	18-540KA
Multilingual Pathways Department	Maria Josephine Barrios - Leblanc	\$2,000.00	18-541KA
State and Federal Programs - Indian Ed	Lukas Aguilar	\$2,400.00	18-542KA
C&I, Middle School LEAD	Emily Kuhbach	\$2,000.00	18-543KA
C&I, Middle School LEAD	Samuel Leshnick	\$14,000.00	18-544KA
iLab / IISJ	Egg Graphic Design	\$5,000.00	18-545KA
New Traditions Elementary School	No Tears Learning, Inc. dba Learning Without Tears	\$1,560.00	18-546KA
Cesar Chavez Elementary School	Sam Francisco Youth Theater	\$1,000.00	18-547KA
Jefferson Elementary School	BrainPop, LLC	\$2,550.00	18-548KA
Starr King Elementary School	LEAP - Arts in Education	\$1,071.00	18-573KA
Redding Elementary School	LEAP – Arts in Education	\$1,351.44	18-574KA
Paul Revere PreK-8 School	National Equity Project	\$4,800.00	18-549KA
Francis Scott Key Elementary School	Freckles Education, Inc.	\$4,499.00	18-550KA
Francis Scott Key Elementary School	3P Learning	\$2,541.00	18-551KA
Francis Scott Key Elementary School	BrainPop LLC	\$3,090.00	18-552KA
Gordon J. Lau Elementary School	Freckles Education, Inc.	\$5,774.00	18-553KA
Gordon J. Lau Elementary School	Mystery Science, Inc.	\$999.00	18-554KA
Gordon J. Lau Elementary School	IXL Learning	\$6,000.00	18-555KA

18-549 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: May 14, 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)

National Equity Project works with leaders to develop their capacity to foster positive change on behalf of historically under-served students and families.

Leading for Equity is an experiential institute providing ample opportunities for sharing, reflection and planning to inform your current work. We develop individual and collective leadership at every level of schools, districts, foundations or nonprofit organizations. Team deepen their commitment, relationships, and efficacy while developing strategies toward equity goals. Teams receive expert, caring guidance and facilitation to work together to address the personal and technical challenges they face in their educational equity efforts.

Category: (Leave Blank)

Code: (Leave Blank)

School Site / Department: #760 Paul Revere School PreK-8

Participants: (Those students, sites, or personnel who will be directly served by this consultant) Lee Bryan, Indira Larios, Petey Barma, Laurel Lang, Malin Palsson,

Swaicha Chanduri

Dates of Service: 6/24/19-6/25/19

Total Cost: \$4,800.00

Funding Source(s)/Program Title:

Salesforce Middle School Leadership Initiative in Partnership with the Mayor's Office and Salesforce.com

SACS Code(s): 01-90795-2019-1110-2100-5803-760

Name of Consultant: National Equity Project \$4,800.00

Evaluation: \$

J 5/10/19  
0

**K Resolution**

**\$4,800.00**

**Total Cost:**

**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:**

Leadership Team

**DEGREE OF STUDENT CONTACT:**

- Limited Contact     More Than Limited Contact     No Student Contact

**PREPARED BY:** Teresa Maxwell

**SUBMITTED BY:** Principal Lee Bryan

**SCHOOL SITE/and or DEPARTMENT:** Paul Revere School PreK-8

**Phone:**(415) 695-5974

**Date:** 4/17/19

**Principal/Central Office Administrator**

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


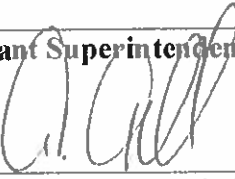
**Principal/Central Office Administrator**

  
*(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**

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

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

## SERVICES AGREEMENT FOR ORGANIZATIONS

This Services Agreement for Organizations ("Agreement" as defined below), dated for convenience **June 20, 2019**, is entered into by and between **NATIONAL EQUITY PROJECT** (hereinafter "Contractor") and the San Francisco Unified School District (hereinafter "District" or "SFUSD").

### RECITALS

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

Whereas, Contractor represents itself able and, for a consideration, willing to perform the services for/at **PAUL REVERE K8 SCHOOL**

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

#### **A. TERM; EFFECTIVE DATE**

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

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

#### **B. SERVICES CONTRACTOR AGREES TO PERFORM**

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

#### **C. COMPENSATION**

Compensation to Contractor shall not exceed **FOUR THOUSAND EIGHT HUNDRED dollars (\$4,800.00)**. The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached **Appendix B ("Calculation of Charges")**. Contractor shall submit invoices for services rendered to the District within thirty (30) days of service provision. Contractor shall furnish invoices in a form acceptable to the District. All amounts paid by the District to the Contractor shall be subject to audit by the District. Upon receipt of an acceptable invoice for payment, payment shall be made in a reasonable time upon approval by the District Site or Department Head, in his or her sole discretion that the services, set forth in **Section B ("Services Contractor Agrees to Perform")** of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. Such payment shall be made to the address specified in Section D ("Notice to the Parties"). If the District and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement in accordance with **Section 27 ("Modification of Agreement")** of the General Terms and Conditions and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. **In no event shall the District be liable for interest or late charges for late payments.**

**D. NOTICE TO PARTIES**

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

**NOTICE TO THE DISTRICT:**

SITE/DEPARTMENT	PAUL REVERE K8 SCHOOL
HEAD OF SITE/DEPARTMENT	JASON HANNON
CONTACT PERSON	JASON HANNON
STREET ADDRESS	555 TOMPKINS AVENUE
CITY, STATE, ZIP	San Francisco, CA 94110
TELEPHONE	( 415) 695.5974
EMAIL ADDRESS	sch760@sfusds.edu

**NOTICE TO THE DISTRICT CONTRACT OFFICE:**

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

**NOTICE TO THE CONTRACTOR:**

CONTRACTOR	NATIONAL EQUITY PROJECT
CONTACT PERSON	MAGGIE VIZERRA
STREET ADDRESS	1720 BROADWAY, 4 <sup>TH</sup> FLOOR
CITY, STATE, ZIP	OAKLAND, CA 94612
TELEPHONE	( 510) 208.0160
EMAIL ADDRESS	EVENTS@NATIONALEQUITYPROJECT.ORG


**PARTY SIGNATURES TO AGREEMENT**

IN WITNESS WHEREOF the parties hereto have executed this Agreement per Board of Education Resolution #: 18-549KA approved on the following date 5/14/19. [See attached Approved Board of Education 'K-Resolution'.]

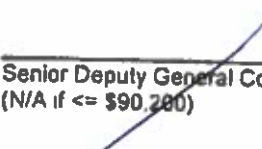
**NATIONAL EQUITY PROJECT  
APPROVED:**

BY:   
Authorized Signature  
Emmie Brack  
Managing Director of Operations & Finance

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
APPROVED**

BY:  7/26/19  
Meghan Wallace DATE

**APPROVED AS TO FORM**

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

**REVIEWED**

BY:  7/26/19  
Contracts Office

**RECOMMENDED**

BY:   
Signature of Site/Dept. Administrator  
JASON HANNON  
LEAD ES DIRECTOR

**APPENDIX A**

**SCOPE OF WORK [or DESCRIPTION OF SERVICES]**

**Part I. Services details:**

1. Pursuant to this Agreement, will Contractor perform services on-site at a school site or sites?  
 NO  
 YES. If YES, are services to be performed during the school day?  
 NO  
 YES

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

Event registration at the non-residential Leading for Equity Institute, June 24-25, 2019 in Oakland, CA. Funds cannot be used or reallocated for any other National Equity Project event or institute. In the case of a cancellation, refund will be granted for registrants who cancel at least two weeks prior to the event start date. No refund will be granted after that time. In the event that a registrant does not attend, the District is still responsible for full payment.

Leading for Equity is an experiential institute providing ample opportunities for sharing, reflection and planning to inform your current work. We develop individual and collective leadership at every level of schools, districts, foundations or nonprofit organizations. Teams deepen their commitment, relationships, and efficacy while developing strategies toward equity goals. Teams receive expert, caring guidance and facilitation to work together to address the personal and technical challenges they face in their educational equity efforts.



**Appendix B**  
**Calculation of Charges**

**Total Cost of the Agreement (Not to Exceed Amount): FOUR THOUSAND EIGHT HUNDRED dollars (\$4,800.00).**


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

The contractor will be paid \$800 per participant

**Appendix B**  
**Calculation of Charges**  
**(CONTINUED)**

To Be Completed by District Staff Recommending this Agreement:

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

<b>June 20, 2019</b> Date	 _____ <b>SIGNATURE of Site/Department Administrator</b>
	<b>JASON HANNON</b> <b>LEAD ES DIRECTOR</b>

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

**YES / NO (Circle one)**

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

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

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

<b>June 20, 2019</b> Date	_____ <b>SIGNATURE of Name of Site/Department Administrator</b>
	<b>JASON HANNON</b> <b>LEAD ES DIRECTOR</b>

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

## Request for Taxpayer Identification Number and Certification

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

Please print or type  
See Specific Instructions on page 2.

Name (As shown on your income tax return) **Name is required on this line; do not leave this line blank.**  
**NATIONAL EQUITY PROJECT**

Business name /disregarded entity name, if different from above  
**NATIONAL EQUITY PROJECT**

Check appropriate box for federal tax classification: check only one of the following seven boxes:

Individual/sole proprietor or single-member LLC  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ **501 ( C ) 3**

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) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

**1720 BROADWAY, 4<sup>TH</sup> FLOOR**

City, state, and ZIP code

**OAKLAND, CA 94612**

Requester's name and address (optional)

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

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

Social security number								

### 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 on page 3.

Signature of U.S. person ▶ *Sumel Brant*

Date ▶ *7/18/19*

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

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

#### Purpose of Form

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

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

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

**San Francisco Unified School District  
Criminal Background Check/Tuberculosis Clearance Written Certification Form**

**To be completed by Contractor:**

Name of Independent Contractor *	NATIONAL EQUITY PROJECT
Services to be performed under the Agreement*	PROFESSIONAL SERVICES
Schools/Locations where services are being performed*:	PAUL REVERE K8 SCHOOL
Total amount to be paid by the District Under this Agreement not to exceed*:	\$4,800.00
Term of Agreement*	FY 2018-2019

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

**Contractor shall check the applicable boxes and fill in any applicable blanks.**

CRIMINAL BACKGROUND CHECK		
1	<input checked="" type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b>ONLY HAVE LIMITED OR NO CONTACT</b> with District students in the performance of this Agreement. By checking this box Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.
2	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <b>MORE THAN LIMITED CONTACT</b> with District students in the performance of this Agreement. <b>INSERT NAMES OF INDIVIDUALS AND DATES OF CLEARANCE</b> (Attach and sign additional pages, as needed )  By checking this box, Contractor certifies that the employees, agents, volunteers noted above/attached have been fingerprinted under procedures established by the California Department of Justice and the FBI and the results of those fingerprints reveal that none of these individuals has been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals.
TUBERCULOSIS CLEARANCE		
3	<input checked="" type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers will <b>ONLY HAVE LIMITED OR NO CONTACT</b> with District students (as defined by District).
4	<input type="checkbox"/>	Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <b>MORE THAN LIMITED OR PROLONGED CONTACT</b> with District students (as defined by District) in the performance of this Agreement and have a written TB clearance certification on file with Contractor. <b>INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE</b> (Attach and sign additional pages, as needed )

**Further Certification by Contractor:** *"I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to District. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify District and bar such employee/ agent/ volunteer from performing any services under this Agreement that involve any contact with students."*

*Emmie Brack* 7/18/19  
Contractor Signature Date

*Jason Hannon* 7/21/19  
Administrator Signature Date

SLT Member Signature Date

Emmie Brack  
Print name of Signatory

JASON HANNON  
Print name of Administrator

Print name of Superintendent's  
Leadership Team Member

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

*To be completed by Contractor:*

Name of Contractor *	NATIONAL EQUITY PROJECT
Services to be performed under the Agreement*	PROFESSIONAL DEVELOPMENT
Schools/Locations where services are being performed*	PAUL REVERE K8 SCHOOL
Total amount to be paid by the District Under this Agreement not to exceed*	\$4,800.00
Term of Agreement*	FY 2018-2019

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

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

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

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

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

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

<b>NAME</b> Contractor's employees (or owners) who are retirees from CAL STRS.	<b>DATE</b> on which such individual retired under CAL STRS

**Certification by Contractor:**

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

 \_\_\_\_\_  
Contractor's Signature

7/18/19 \_\_\_\_\_  
DATE

Emmille Brack \_\_\_\_\_  
Print Name of Signatory

<b>For SFUSD Office Use Only:</b>	
Received by: _____	(SFUSD staff initials)
Date received: _____	

**GENERAL CONDITIONS TO SERVICES AGREEMENT FOR ORGANIZATIONS**

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

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

**2. CONTRACT EVALUATION FEE**

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

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

**3. DISALLOWANCE**

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

**4. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

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

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

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

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

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

**6. QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at the District's request, and must be supervised by Contractor. Contractor shall commit adequate resources to complete the project schedule specified in this Agreement.

**7. 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, or by any of its employees, even though such equipment may be furnished, rented or loaned to Contractor by the District.

**8. TAXES**

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

**9. INDEPENDENT CONTRACTOR**

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

**10. INSURANCE**

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
  - 1) Comprehensive/Commercial General Liability Insurance with limits not less than \$2,000,000 (two million dollars) each occurrence and \$3,000,000 (three million dollars) in the aggregate for Bodily Injury, Personal and Advertising Injury, and Property Damage, including Products-Completed Operations and Sexual Abuse and Molestation coverage. The Sexual Abuse and Molestation coverage will be waived, in the District's sole

- discretion, if the Contractor will have no contact with, or limited contact with, the District's students in the performance of this Agreement, and . Contractor completes and submits Criminal Background Check/Tuberculosis Clearance Certification Forms Affirming limited or no contact with students Acceptance of such Forms by the District shall not decrease the liability of Contractor hereunder.
- 2) Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) 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 Contractor through the District's Contracts Office provided that Contractor 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 Contractor shall make in any such waiver.
  - 3) Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident or disease. A waiver of the workers' compensation insurance requirements may be requested by Contractor through the District's Contracts Office provided that Contractor is a sole proprietor with no employees. The parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- b. All policies shall be written on an occurrence basis, except as otherwise provided for in this subsection. Coverage may be provided on a claims-made form, provided that the following requirements are met:
- 1) The retroactive coverage date shall be shown, and shall commence before the beginning of any Contractor operations and/or performance under this Agreement.
  - 2) Contractor shall maintain the required coverage throughout the term of this Agreement and, without lapse, and provide Certificates of Insurance to the District upon request for a period of three (3) years beyond the expiration or termination of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered.
  - 3) If coverage is cancelled or non-renewed, and not replaced with another claims-made form with a retroactive date prior to the beginning of any Contractor operations and/or performance under this Agreement, Contractor shall purchase an extended reporting period for a minimum of three (3) years after the expiration or termination of the Agreement.
  - 4) If requested by the District, a copy of the policy's claims reporting requirement, or any other policy documents, shall be provided to the District.
- c. **Comprehensive/Commercial General Liability policy must provide the following:**
- 1) Name as Additional Insured the San Francisco Unified School District, its Board, officers and employees.
  - 2) That such policy is primary and non-contributory to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of insurance.
- d. The contractor shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage to the following office:
- Contracts Office  
135 Van Ness Street, Room 102  
San Francisco, CA 94102
- e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. The insurance requirements under this Agreement shall be the greater of (1) the minimum limits and coverage specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of the Contractor under this Agreement.
- g. 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 by District and admitted to do business in California, or accepted by the Surplus Lines Association to do business in California. A non-



admitted company should have an A.M. Best rating of A- X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- h. Waiver of Subrogation. Contractor agrees to waive subrogation with respect to Workers' Compensation insurance maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis. Contractor shall promptly notify District of any such express prohibition or condition in any applicable policy which may void coverage.
- i. Should any required insurance lapse during the term of this Agreement, requests for payments for services originating after such lapse may not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- j. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, additional insured endorsement, and waiver of subrogation with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- k. Approval of the insurance by the District shall not relieve Contractor of any of the insurance requirements set forth herein, nor decrease the liabilities and obligations of Contractor hereunder.

**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 or employees, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor's agents or employees in the performance of this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor's agents or employees.

**12. LIABILITY OF DISTRICT**

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

**13. DEFAULT; REMEDIES**

- a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
  - 1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement.
  - 2) Contractor (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of its creditors, (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property, (E) takes action for the purpose of any of the foregoing, or (F) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act.

- b. On and after any Event of Default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement for cause upon ten (10) days' written notice pursuant to Section 14 ("Termination") or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between District and Contractor all damages, losses, costs, or expenses incurred by the District as a result of such Event of Default due from Contractor pursuant to the terms of this Agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**14. TERMINATION**

- a. It is expressly understood and agreed that in an Event of Default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all the Contractor's rights hereunder ended. Termination for cause shall be upon ten (10) days written notice, and no work will be undertaken by Contractor after receipt of the notice of termination for cause, with the exception of actions necessary to effectuate the termination as provided for in this Section.
- b. It is further understood and agreed that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
- c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
- d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
- e. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District's payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the District, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

**15. CONFLICT OF INTEREST**

- a. Conflict of Interest Standards. The following is a brief overview of conflict of interest laws and policies. Contractor is responsible to know, and comply with, the full requirements of the law.
  - 1) Under the California Political Reform Act (CPRA), codified in part as Government Code section 1090 and sequential, and section 87100 and sequential: No public official shall make, participate in making, or in any way attempt to use his or her official position, to influence a contract on behalf of the public agency when he or she knows, or has reason to know, that he or she has a personal financial interest in that contract.
  - 2) Government Code section 1090 defines "making" a contract broadly to include actions that are preliminary or preparatory to the selection of a contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations. (Cal. Govt. Code § 1090)
  - 3) SFUSD Board Policy 3850 provides: "That no Board Member or employee of the San Francisco Unified School District, except persons engaged in the performance of

- contracts as early retirees or consultants under the approved federally assisted programs, may participate in bidding or have any interest, direct or indirect, in any contract made by or on behalf of the School District within two (2) years after the termination of a Board Member's term in office or the termination of employment with the School District. Except as herein provided, any contract or other transaction entered into for or on behalf of the School District, in violation of the terms herein provided, shall be void and unenforceable against the School District." (SFUSD Board Policy 3850)
- 4) State law limits the amount of gifts that may be received by public officials from a single source during a calendar year. The gift limit is \$470 per source per calendar year (effective January 1, 2017 through December 31, 2018). (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also [www.fppc.ca.gov](http://www.fppc.ca.gov))
  - 5) State law prohibits, with limited exceptions, certain former local public officials from appearing before their former public agency for the purpose of influencing a governmental decision for 12 months from the date the former employee left that public agency. (Cal. Govt. Code § 87406.3)
  - 6) State law bars a public agency employee from making governmental decisions regarding an organization which is engaged in employment negotiations with that public agency employee. (Cal. Govt. Code § 87407)
  - 7) Contractors and their representatives may be required to disclose economic interests that they hold that could foreseeably be affected by the exercise of their public duties. If applicable, Contractors/representatives must submit a disclosure filing called a Statement of Economic Interests or "Form 700." (Cal. Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270, "Conflict of Interest Code")
- b. **Obligations of Contractor.** It is the obligation of the Contractor, as well as any subcontractors, to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.
  - c. **Consultation with Counsel.** The District strongly advises any Contractor, and any proposing/bidding firm, to consult with its legal counsel to determine whether a conflict of interest may exist. It is the responsibility of a Contractor, or a proposing/bidding firm, to make that determination.
  - d. **Consequences of a Violation.** Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. The government agency can seek repayment from the Contractor of any amounts already paid, and refer the matter to appropriate authorities for prosecution. Additional consequences may also apply.
  - e. **Disclosure Requirement.** Contractor will submit to the District a list of all of Contractor's employees (including owners) who are also current SFUSD Board members or employees, or former SFUSD Board members or employees in the last two years. Contractor will submit the attached "Contractor's Disclosure Form Regarding SFUSD Officials." Contractor will update this form with SFUSD, as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to the District are not subject to this disclosure requirement.
  - f. **Compliance with Gift Limits.** Contractor will abide by legal gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to District officials, and in order not to place District officials in conflict with any specific gift restrictions: (1) No Contractor or representative thereof shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any District contracting or procurement official at any time. (2) No Contractor or representative thereof shall offer or give, directly or indirectly, any gifts in a calendar year to a District official which exceed the allowable gift limit. (See e.g. Cal. Govt Code 89503; 2 CCR 18940.2. See also [www.fppc.ca.gov](http://www.fppc.ca.gov))
  - g. **Employment Negotiations.** Prior to engaging in employment negotiations with a District employee (e.g. a job interview or discussion of a job offer), Contractor shall notify that District employee's supervisor of Contractor's interest in hiring said employee, so that, if applicable, and if practicable, a full separation may be established between the public employee and any governmental decisions regarding that Contractor.
  - h. **Contractor Certification.** In signing this Agreement, Contractor certifies that it will comply with conflict of interest laws and regulations, and SFUSD Board Policies. Contractor acknowledges

that it is familiar with these provisions; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement.

- i. File Statement of Economic Interests (“Form 700”) as Applicable. Contractors and their representatives may be required to disclose any economic interests they hold that could foreseeably be affected by the exercise of their public duties. (Govt. Code §§ 81000-91015; SFUSD Board Rules and Procedures 9270 “Conflict of Interest Code”) This filing, called a Statement of Economic Interests or “Form 700,” aides public officials to ensure they do not make or participate in making any governmental decision in which they have a financial interest.
  - 1) Applicability. Contractors/representatives are considered public officials and must file a Form 700 only if they qualify as “Consultants.” Under SFUSD’s Conflict of Interest Code, “Consultant” means any natural person who provides, under contract, information advice, recommendation or counsel to an agency, department, officer, or commission, provided, however, that a “Consultant” shall not include a person whom:
    - A. Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
    - B. Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.
  - 2) Filing Deadlines. Contractors/representatives required to file a Form 700 shall submit a filing: (a) ten days prior to commencement of work with SFUSD; (b) yearly thereafter by the April 1st annual due date; and (c) upon termination of work with SFUSD.
  - 3) Interests to Be Disclosed. Contractors/representatives required to file a Form 700 shall disclose only income, investments and business positions in: (a) business entities that manufacture or sell supplies, books, machinery or equipment of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director; and/or in (b) business entities that are contractors or subcontractors engaged in the performance of work services of the type utilized or purchased by SFUSD and for which the Contractor/representative is a manager or director.
  - 4) Filing Process. Form 700 must be received by SFUSD’s Contracts Office by the timelines provided herein, in order to be considered properly filed.
  - 5) Disqualification. Consultants/Representatives who must file financial disclosure statements, like other public officials under the CPRA, are subject to disqualification when they encounter decision-making that could affect their financial interests. Contractors and their representatives shall be responsible for ensuring that they take the appropriate actions necessary in order not to violate applicable laws and SFUSD policies.

**16. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION**

- a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act (“FERPA”) and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access and use confidential student information for the performance of duties on behalf of SFUSD under this Agreement, prior written parent consent, or other provision of federal and state law permitting access to confidential student information. Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

- c. Use of Confidential Student Data for Program Evaluation/Studies. If Contractor wishes to use confidential student data for purposes other than providing services to the District pursuant to this Agreement, such as for Contractor's own program evaluation or research studies, or any such evaluation by any third-party funder of Contractor, requires prior written approval by the District's Office of Research, Planning, and Accountability ("RPA"). Not every application for the use of confidential student data is approved by RPA due to resource limitations. If Contractor wishes to receive, gather or use confidential student data for purposes other than those authorized under this Agreement, then prior to receiving, gathering or using any confidential student data for such purposes, Contractor will complete and submit a Research Application to RPA and await approval or denial from RPA. If RPA approves Contractor's Research Application, Contractor must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA. Only if the Contractor submits a Research Application to RPA that is approved by RPA, and Contractor then fully executes a DUA with RPA, may the Contractor receive, gather or use confidential student data for purposes other than providing services to the District pursuant to this Agreement, such as Contractor's own program evaluation or research studies, evaluation by any third-party funder of Contractor.
- d. Upon termination or expiration of this Agreement, if no subsequent agreement is in place between the parties to allow Contractor to have access to the District's confidential student data, then any such data that is in the possession of Contractor shall be confidentially and securely returned to District in all forms in which the Contractor is holding such data, including, if applicable, in a computer-readable format. Once such data are received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, Contractor shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Contractor shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Contractor shall provide District with written certification that such destruction has occurred.
- e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

**17. OWNERSHIP OF RESULTS**

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

**18. AUDIT AND INSPECTION OF RECORDS**

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

**19. SUBCONTRACTING**

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

**20. ASSIGNMENT**

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

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

- a. The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual

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

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

**22. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION**

a. Criminal Background Check

- 1) Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor will conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and will 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. Contractor shall ensure that no Contractor employee, agent or volunteer shall have contact with District students pursuant to this Agreement if he or she has been convicted of a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011. Contractor shall ensure that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011 will have more than limited contact with District students pursuant to 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 EC 45122.1.
- 2) The District will not be responsible for the costs of the criminal background checks.
- 3) As written certification of its compliance with the criminal background check requirements and subsequent arrest notification requirements (as below) for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement, Contractor shall complete and submit to the District the Criminal Background Check/Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED). Contractor shall list all such employees, agents or volunteers by name and date of criminal background check clearance on the CBC/TB form, or via attachment, as provided for in said CBC/TB form.

- 4) Throughout the term of this Agreement, for any Contractor employees, agents or volunteers that Contractor hires or assigns subsequent to Contractor's initial submission of the CBC/TB form to District, and who will have more than limited contact with District students pursuant to this Agreement, Contractor will comply with the provisions of this Section including without limitation conducting background checks and obtaining subsequent arrest notification (as below), and submitting additional CBC/TB forms to District.
  - 5) The criminal background check requirements, and subsequent arrest notification requirements (as below), apply only to Contractor's employees, agents or volunteers will have more than limited contact with District students pursuant to this Agreement. 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. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students by checking the "no contact" box on the CBC/TB form, the Superintendent's Leadership Team -level Administrator supervising this Agreement will have the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students. 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 EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011, 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.
- c. 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.

### **23. TUBERCULOSIS TESTING**

- a. Contractor shall ensure that all of its employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis examination the same as the examination that is described in California Education Code section 49406. Contractor shall ensure that all of its employees, agents or volunteers who have a written clearance certification have undergone the foregoing examination at least once every four (4) years if the Contractor is still rendering services to the District.
- b. The District shall not be responsible for the costs of the examination.
- c. Contractor shall submit written certification to the District, using the attached Criminal Background Check/Tuberculosis Clearance Written Certification Form ("CBC/TB form"), that its employees, agents or volunteers who will have frequent or prolonged contact with students have passed the tuberculosis test requirements. Contractor shall list such employees, agents or volunteers by name and date of clearance on the CBC/TB form (ATTACHED).
- d. The tuberculosis clearance requirement applies only to Contractor's employees, agents or volunteers will have frequent or prolonged contact with students. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet tuberculosis clearance requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students by checking the "no contact" box on the CBC/TB form, the Superintendent's Leadership Team -level Administrator supervising this Agreement will have the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have no contact or only limited contact with students. The District's determination shall control.
- e. Contractor shall ensure that only its employees, agents or volunteers who have submitted to and passed a tuberculosis clearance, and for whom a CBC/TB form has been submitted to the District, shall have frequent or prolonged contact with students under this Agreement. Contractor will

maintain on file in Contractor's offices current documentation that each of its employees, agents or volunteers who will have frequent or prolonged contact with students hereunder meets tuberculosis clearance requirements.

**24. WAIVER**

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

**25. DISPUTE RESOLUTION**

Prior to any action or resort to any other legal remedy, District and Contractor agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the parties any dispute that may arise concerning the performance by either party of its obligations under this Agreement. If District's and Contractor's designated contact persons cannot resolve disputes through such negotiations, then the parties will escalate the dispute to their respective executives who are at a higher level of management than such contact persons. Such executives shall exercise reasonable efforts and to negotiate in good faith to resolve to the dispute to the satisfaction of the parties.

**26. COMPLIANCE WITH LAWS**

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

**27. MODIFICATION OF AGREEMENT**

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

**28. USE OF NAME; MARKETING**

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

**29. GOVERNING LAW; VENUE**

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

**30. SECTION HEADINGS**

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

**31. ENTIRE AGREEMENT**

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

**32. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

- a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies).
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

**33. SEVERABILITY**



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

**34. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

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

**35. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT**

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



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SN

DATE (MM/DD/YYYY)

07/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BPJA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Virginia Fontana	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED National Equity Project 1720 Broadway, Floor 4 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Citizens Ins Co of America	31534
	INSURER B:	Hartford Fire Ins. Co.	19682
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			OBFA047342-05	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>					MED EXP (Any one person)	\$ 5,000	
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/>						GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/>						PRODUCTS - COMP/OP AGG	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:									
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC		\$		
A	AUTOMOBILE LIABILITY			OBFA047342-05	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS							\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$	
A	UMBRELLA LIAB			OBFA047342-05	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/>				CLAIMS-MADE	AGGREGATE	\$ 1,000,000
	<input type="checkbox"/>							\$	
	<input checked="" type="checkbox"/>	RETENTION	\$				0	\$	
	<input type="checkbox"/>							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			51 WEC GF8821	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	<input type="checkbox"/>				N/A	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

San Francisco Unified School District, its Board, officers and employees are named as Additional Insured in respects to Insureds Business Operations. Additional Insured applies to General Liability policy per form 391-1006.

<b>CERTIFICATE HOLDER</b> San Francisco Unified School District 135 Van Ness Ave., Room 102 San Francisco, CA 94102	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Virginia J Fontana</i>

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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;