

ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contract (“Agreement” or “Contract”) is dated for convenience as of **JUNE 16, 2021**, between the **San Francisco Unified School District** (“District”) and **THE UNIVERSITY OF KENTUCKY EDUCATION, COLLEGE OF EDUCATION CIVIL RIGHTS INITIATIVE (UK ECRI)** (“Contractor”). The District and Contractor may be individually referred to herein as a “Party” or collectively referred to herein as the “Parties.”

RECITALS

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

WHEREAS, this Agreement was competitively procured as required by the California Public Contract Code (“PCC”) Section 20111 et. seq. through a Request for Proposal (“RFP”) or Request for Qualifications (“RFQ”) number and issued on _____, or alternatively, the Not to Exceed Amount of this Agreement is less than \$96,700, and it is not subject to competitive bidding pursuant to PCC Section 20111(a) or this Agreement falls under one of the other legal exceptions to competitive bidding requirements;

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

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

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at **DISTRICT BOARD OF EDUCATION OFFICE**

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **SERVICES**

Contractor agrees to perform the services set forth in the attached **APPENDIX A** (“Scope of Work or Services”). ***If closure of schools or other impediments arise to preclude Contractor from performing in-person services, Contractor agrees to perform Services remotely when possible. In the alternative, Contractor agrees that its obligation to perform Services and right to receive Compensation for those Services will be suspended for the duration of the school closures or interruption to in-person Services.***

2. **TERM; EFFECTIVE DATE**

This Agreement shall become effective only upon approval and/or ratification by the District's Board of Education in an open, noticed meeting, proper execution by the Parties and certification by the Chief Financial Officer as to the availability of funds. The term for these Services shall commence on **July 1, 2021** shall expire on **June 30, 2022** ***unless terminated earlier pursuant to the terms of this Agreement.***

3. **COMPENSATION**

Compensation to Contractor shall not exceed **FIFTEEN THOUSAND DOLLARS** dollars (**\$15,000**). ***The Not to Exceed amount is the maximum amount of compensation due Contractor and not a guarantee of total payment to Contractor, as Contractor is paid in arrears for services rendered.*** The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached **APPENDIX B** (“Schedule of Fees and Charges”).

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

- a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement.
- b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
- c. The District has no obligation to renew this Agreement after expiration of its term.
- d. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- e. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

5. DISALLOWANCE

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

6. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

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

- a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
- b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
- c. conspires to defraud the District by getting a false claim allowed or paid by the District;
- d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
- f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
- g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
- h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

7. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

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

8. RESPONSIBILITY FOR EQUIPMENT

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

9. TAXES

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

10. INDEPENDENT CONTRACTOR

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

11. INDEMNIFICATION

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

12. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **APPENDIX C** ("Insurance Requirements").

13. LIABILITY OF DISTRICT

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

14. DEFAULT

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

15. REMEDIES

If a default has occurred and is continuing, the District may, in its sole discretion, and individually or in combination with any other remedy:

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

16. TERMINATION

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

17. NOTICES

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

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	DISTRICT BOARD OF EDUCATION OFFICE
HEAD OF SITE/DEPARTMENT	GABRIELA LOPEZ, PRESIDENT
CONTACT PERSON	CHERYL DESANTI
STREET ADDRESS	555 FRANKLIN STREET, ROOM302E
CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241.6121
EMAIL ADDRESS	desantic@sfusd.edu

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	THE UNIVERSITY OF KENTUCKY EDUCATION, COLLEGE OF EDUCATION CIVIL RIGHTS INITIATIVE (UK ECRI)
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	()
EMAIL ADDRESS	

With Copy to:

San Francisco Unified School District
 Procurement Department
 135 Van Ness Street, Room 310
 San Francisco, CA 94102
contract@sfusd.edu

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

18. COVID 19 HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR

- a. If Contractor, its employees and/or sub-Contractors (“Contractor Parties”) will be entering a District school site or facility in connection with performance of services under this Agreement such that Contractor Parties will be in contact with District staff, contractors, or students, then Contractor shall at all times during the duration of the Agreement maintain compliance with the Covid-19 certification requirements as set forth herein.
- b. Contractor shall maintain on file documents confirming that Contractor Parties have been fully vaccinated against Covid-19 or if Contractor Parties cannot receive the Covid-19 vaccine due to disability (i.e., allergy to a vaccine ingredient, pregnancy, or breastfeeding) or a sincerely held religious belief, Contractor Parties may instead show proof of a negative Covid-19 test administered within 72-hours of each entrance upon a District school site or facility. These documents shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the Covid-19 certification requirements and shall be prohibited from having any contact with District staff, contractors, or students until the Covid-19 certification requirements have been satisfied.
- c. All costs to comply with the Covid-19 certification requirements are the Contractor’s responsibility.
- d. Contractor shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to comply with these Covid-19 certification requirements.
- e. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

19. CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS

- a. Criminal Background Check
 - 1) Throughout the term of this Agreement, if Contractor or any of its employees, agents or volunteers that Contractor hires or assigns, will have more than limited contact with SFUSD students, Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor must conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and must obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement.
 - 2) Contractor certifies that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate, shall have contact with District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under Education Code Section 45122.1.
 - 3) It is the Contractor's sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement.
 - 4) The District will not be responsible for the costs of the criminal background checks.
 - 5) Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements.
 - 6) If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District Administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement. The District's determination shall control.
- b. Subsequent Arrest Notification
 - 1) In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.
 - 2) Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, or a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.
 - 3) Without limiting any other available legal remedies, failure by Contractor to comply with this Section may result in termination of this Agreement at the District's sole discretion.
- c. Contractor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., and maintain compliance throughout the duration of this Agreement with SFUSD.
- d. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

20. TUBERCULOSIS SCREENING REQUIREMENTS

- a. California law requires that school consultants working with students be free of infectious tuberculosis (TB).
- b. If Contractor, its employees and/or sub-Contractors (“Contractor Parties”) shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement, then Contractor shall at all times during the duration of the Agreement maintain compliance with the tuberculosis (“TB”) certification requirements as set forth herein.
- c. Contractor shall maintain on file documents confirming that Contractor Parties received a TB test or TB assessment that complies with the requirements of California Education Code section 49406. These documents shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied.
- d. All costs to comply with the TB certification requirements are the Contractor’s responsibility.
- e. Contractor shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from any failure to comply with these TB certification requirements.
- f. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

21. CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT

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

22. CONFLICT OF FINANCIAL INTEREST

- a. It shall be Contractor’s responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Contractor to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.
- b. Contractor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in **Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.**
- c. Contractor certifies that it is familiar with the provisions of set-forth in **Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270;**

certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement. Please refer to the following links for the complete text of **Board Rule and Procedure 9270** and **Appendix to Board Rule and Procedure 9270**: (right click to open link)

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

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

23. NON DISCRIMINATION

The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor's obligation to comply with **Board Policy 0410 / Nondiscrimination in District Programs and Activities**, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Contractor will provide to the District under this Agreement include the provision of services to students, Contractor further understands and agrees that, in providing such services to the District, Contractor shall comply with **Board Policy 6141 / Curriculum Development and Evaluation**, which recognizes that the District's curriculum may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. The services provided by Contractor shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, Contractor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies. **Please refer to the following links for the complete text of Board Policy 0410 and Board Policy 6141:** (right click to open link)

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

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

24. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION

- a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws otherwise permits access to confidential student information applies. **Even if access is permitted, Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.**
- c. Use of Confidential Student Data for Program Evaluation/Studies. Contractor's access to and use of confidential student data for purposes other than provided for under this Agreement requires **prior written approval** from the District's Office of Research, Planning and Accountability ("RPA"). Contractor must complete and submit a Research Application to RPA and if RPA approves the

Research Application, Contractor must also execute a Data Use and Confidentiality Agreement (“DUA”) with RPA.

- d. Within thirty (30) days of the termination or expiration of this Agreement, if no subsequent agreement is in place between the Parties to allow Contractor to have access to the District’s confidential student data, then any such data that is in the possession of Contractor shall be confidentially and securely returned to District in all forms in which the Contractor is holding such data, including, if applicable, in a computer-readable format. Once such data is received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, Contractor shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Contractor shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Contractor shall provide District with written certification that such destruction has occurred.
- e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

25. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

26. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

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

27. OWNERSHIP OF RESULTS

Any newly-developed plans, specifications, studies, reports, memoranda, computation sheets, computer data files or other materials in any form or media prepared by Contractor in connection with services performed under this Agreement ("Results") shall be the property of and be promptly transmitted to the District. The District hereby grants to Contractor a non-exclusive, irrevocable, royalty-free license to reproduce, modify, edit, create derivative works based on, and otherwise use the Results. The Parties acknowledge and agree that the Contractor retains and exclusively owns all rights, title and interest in and to the intellectual property rights owned or developed by the Contractor prior to the date of this Agreement or outside of the scope of the services provided pursuant to this Agreement.

28. 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.

29. **SUBCONTRACTING**

Contractor is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District. If Contractor subcontracts any portion of its obligations under this Agreement, it is required to ensure the Insurance Requirements of Section 12, above, cover any and all such subcontractors. Contractor shall be liable to District for all such subcontractors' acts or omissions directly relating to this Agreement, whether provided with or without the District's permission.

30. **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.

31. **FORCE MAJEURE**

The parties agree that neither shall be liable to the other under this Agreement as a result of any delay, failure or interruption in services directly caused by an act of God or public enemy; acts of civil or military authorities; catastrophes such as an earthquake, epidemic, pandemic, viral or communicable disease outbreak; quarantines; disruption of supply chains, transportation systems, or national emergency, that is beyond the reasonable control of the Party and which renders impossible the performance of contractual obligations, either totally or in part (a "Force Majeure Event"), excluding in all cases claims of financial hardship, and such nonperformance will be excused and will not be deemed a default hereunder or a ground for termination of the Agreement, provided that as soon as reasonably possible the affected Party (1) provides the other party with notice of such Force Majeure Event, (2) provides detailed documentation establishing that such Force Majeure Event was beyond the Party's reasonable control and not due to any fault or negligence on its part, and (3) works diligently to restore services as soon as reasonably possible. In no event shall any work stoppage, strike or labor dispute at a District or Contractor site, or by District or Contractor personnel, constitute a Force Majeure Event under this Agreement. In no event shall District be liable to Contractor for payment for services that cannot be and are not provided as a result of a Force Majeure Event. ***In no event shall District be liable to Contractor for payment for services that cannot be and are not provided as a result of a Force Majeure Event.***

32. **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.

33. **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.

34. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

35. **MODIFICATION OF AGREEMENT**

Any amendment or modification to this Agreement shall be by written instrument and shall only be effective upon execution by the duly authorized representatives of the Parties and approval or ratification by the Board of Education in an open, noticed meeting.

36. **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.

37. 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.

38. 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. In the event of any inconsistency between the *terms* of this Agreement and language set forth in any Appendix to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms

39. 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. In the event of any inconsistency between the terms of this Agreement and language set forth in any Appendix to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.

40. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

- a. Original copies of this Agreement shall be executed by the respective Party's authorized signatories.
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other.
- c. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. Each party intends to be bound by the signatures on the facsimile or electronic document, is aware that the other party will rely on the facsimile or electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature.

41. 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.

42. APPENDICES.

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

Appendix A - Scope of Work or Services
Appendix B - Schedule of Fees and Charges
Appendix C - Insurance Requirements

(Continued on next page)

43. STUDENT CONTACT DISCLOSURE

<p>Will Contractor have <u>MORE THAN LIMITED CONTACT or FREQUENT OR PROLONGED CONTACT</u> with District students in the performance of this Agreement? Check one:</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO </p> <p>If <u>YES</u>, Contractor must comply with the requirements of Sections 18, 19 and 20 prior to Board ratification or approval.</p>	<p><i>I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.</i></p> <hr/> <p>Gabriela Lopez PRESIDENT, BOARD OF EDUCATION</p> <hr/> <p>Date: _____</p>
--	---

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as approved/ratified by the Board of Education on _____.

**THE UNIVERSITY OF KENTUCKY EDUCATION,
 COLLEGE OF EDUCATION CIVIL RIGHTS INITIATIVE
 (UK ECRI)**

APPROVED:

BY: _____
 Authorized Signature

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: _____
Gabriela Lopez
 Deputy Superintendent, INSERT DEPT
 Chief, INSERT DEPT
 Assistant Superintendent, INSERT DEPT

RECOMMENDED:

BY: _____
 Signature of Site/Dept. Administrator
Gabriela Lopez
PRESIDENT, BOARD OF EDUCATION

TAXPAYER INFORMATION – W9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information

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

Please print or type
See Specific Instructions on page 3.

1. Name (As shown on your income tax return) Name is required on this line; do not leave this line blank.	
2. Business name /disregarded entity name, if different from above	
3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee Code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5. Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6. City, state, and ZIP code	
7. List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part 1, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN later*.

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. (refer to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

APPENDIX A

SCOPE OF WORK or SERVICES

Contractor agrees to provide the following services to the District: Describe how services will be provided remotely if in-person Services are not possible or practical:

This scope of work outlines the project goals, phases for completion, as well as a summary of costs. Based on the focus areas identified by the District, UK ECRI will complete the project in three phases with distinct goals for each phase as set forth below:

Phase 1 - to be completed by November 30, 2021

- Establish an Action Committee
- Distribute audit surveys
- Hold Focus Groups to address admission issues at Lowell High School and racial bullying (particularly increase in incidents against Asian Americans).

Phase 2 - to be completed by February 28, 2022

- Using data from surveys & focus groups prepare action plan & recommendations.
- Conduct a policy review
- Develop training plan recommendations to address growth areas identified in the equity audit and policy review

Phase 3 - to be completed by April 30, 2022

- Develop a community-based peer review process to ensure the work progresses over time
- Continued on-demand support and consultations

Phase I: Equity Audit & Evaluation (August 10, 2021 – November 30th 2021)

1. Establish and Convene Equity Audit Action Plan Committee. The Equity Audit Action Plan Committee (Committee) is an advisory committee of the Board of Education and shall comply with the Ralph M. Brown Act (Govt. Code section 54950 et seq.) (Brown Act). UK ECRI shall ensure that Committee meetings are open noticed meetings and that members of the public are able to fully participate in accordance with the Brown Act. The District agrees to assign staff to support the Committee and UK ECRI to meet this obligation. UK ECRI and District staff shall solicit applications for service on the Committee from a broad range of District stakeholders. UK ECRI shall assist the Board President and Vice President in reviewing applications and recommending applicants to the Board of Education to ensure recommended Committee members represent a diverse range of District perspectives and experiences. The Board President and Vice President shall recommend Committee appointments to the Board of Education at its first meeting of the 2021-2022 school year on August 10, 2021. The Committee shall establish a regular meeting schedule and provide at least 72 hours public notice of its meetings by posting its meeting agendas in compliance with the Brown Act. The Committee will collaboratively come up with solutions and critical areas of growth for the District.

2. Create and distribute equity audit surveys.

Utilizing the UK College of Education's Evaluation Center, UK ECRI will create and distribute anonymous equity audit surveys, including:

- A district survey— sent to classified and certificated staff and students.
- A community survey— sent to parents, guardians, and community partners.

UK ECRI will collect and analyze the data from these surveys and prepare a report for the Board of Education. Additionally, data gathered from these surveys will help determine a community driven action plan for phase II.

3. Virtual focus group interviews.

In addition to surveys, to further gather data about the culture of safety, equity and belonging within the District, we will hold a series of virtual focus groups to better understand the current culture and equity needs of the community. These focus groups would include:

- A student focus group
- A staff focus group
- A leadership/admin focus group
- Community organizations focus group

Interview responses gathered from these focus groups will help determine a community driven action plan for phase II.

Phase II: Action Plan Implementation & Policy Review

1. Policy Review

UK ECRI will conduct a full Policy Review of District policies, including in light of data and responses from Phase I. UK ECRI will work in collaboration with graduate students in the Department of Education Policy Studies and Evaluation to review and deliver findings of the policy review.

2. Action Plan Delivery & Recommendations

Based on data gathered in Phase I, and the policy review, UK ECRI will lead the Committee in the delivery of a formal Action Plan containing a set of concrete recommendations, including but not limited to trainings needed, policy overhauls, comparison data on AP courses and suspensions.

Phase III: Peer Review Support

1. Recruitment & Retention

Once an audit, policy review, and action plan have been completed and implemented, UK ECRI will collaborate in the co-development of a peer review support plan, continued workshops/training recommendations, data support and on-demand meetings and consultations.

I

IF CONTRACTOR IS PROVIDING SERVICES THAT INVOLVE CONTACT WITH STUDENTS, SERVICES MUST BE PERFORMED UNDER THE DIRECT SUPERVISION OF A CERTIFICATED STAFF MEMBER. Please check the box below accordingly:

Services will be performed under direct supervision of certificated staff

- What services, deliverables (in detail) will be provided:
- When will services begin and end:
- Where, How, and by Whom will services be provided:
- Description of proposed outcomes of services:
- Make sure to describe how services will be provided remotely if in-person Services are not possible or practical

(Note: Attachments will not be accepted; do not include Contractor's written proposal in the Appendix A.)

APPENDIX B

SCHEDULE OF FEES AND CHARGES
CALCULATION OF CHARGES

Total Cost of the Agreement (Not to Exceed Amount) FIFTEEN THOUSAND DOLLARS dollars (\$15,000).

Note: fees and charges should be hourly rates for services and flat rate fees are disfavored.

The Rate of Pay Will be (Check off and complete one option):

- Contractor will work _____ days week / _____ hours per day for \$ _____ per day for _____ weeks
- Contractor will work _____ hours / \$ _____ per hour
- Contractor will work _____ classes. Each class will be _____ minutes/hrs for \$ _____ class

If Agreement allows contractor to be reimbursed for expenses, please complete:

- Contractor will be reimbursed for expenses not to exceed \$ _____. **All expenses will be listed separately on submitted invoice(s). This is for travel, mileage, reimbursement of items purchased etc. receipts should be attached). Reimbursements must be reasonable and are subject to approval by District.**
- or

FIVE (5) THOUSAND DOLLARS WILL BE PAID AFTER SUCCESSFUL COMPLETION OF EACH PHASE.

1.) Compensation

- a. The Contractor's fee set forth in this Agreement shall be full compensation for all of Contractor's Services incurred in its performance of the services set forth in **Appendix "A"** but is **only a Not to Exceed Amount and not a guarantee of total payment, as payment is owed only for Services rendered.**
- b. All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and are subject to approval of the District.
- c. The Fee shall be paid as indicated and the rate of pay shall not be changed for the term Agreement.

2.) Method of Payment

- a. Contractor shall submit invoices in a format approved by the District
- b. Invoices must include the Purchase Order number, school site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is disfavored and approval must be obtained.
- c. Contractor shall submit invoices to the District via the District's authorized representative. Upon receipt and approval of Contractor's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

--end--

APPENDIX C

INSURANCE REQUIREMENTS

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

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

Insurance certificates can be emailed to contractinsuranceform@sfusd.edu.

MINIMUM SCOPE OF INSURANCE:

1. **Comprehensive/Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than Two Million Dollars (\$2,000,000.00) per occurrence and a general aggregate in an amount twice the required occurrence limit, including coverages for Employers liability, contractual liability, personal injury, independent Service Providers, and sexual abuse and molestation. The Sexual Abuse and Molestation coverage will be waived, in the District's sole discretion, if the Service Provider has certified will have no contact with, or limited contact with, the District's students in the performance of this Agreement.
 - a. *Additional Insured Status:* The San Francisco Unified School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance.
 - b. *Primary Coverage:* For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance coverage as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
2. **Automobile Liability** Insurance with limits not less than One Million Dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by Service Provider through the District's Procurement Department provided that Service Provider 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 Service Provider shall make in any such waiver.
3. **Workers' Compensation** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions Insurance)** (This is needed if the Service Provider holds a professional license that is regulated by the state) appropriate to the Service Provider's profession, with limits no less than One Million Dollars (\$1,000,000.00) per occurrence or claim, Two Million Dollars (\$2,000,000.00) aggregate.
 1. **Claims Made Policies** (*note –applicable only to professional liability, see below*)
 2. If any of the required policies provide claims-made coverage:
 - I. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - II. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract work.*
 - III. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date*, the Service Provider must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of work.*

Please make sure that the address listed as Certificate Holder is:

San Francisco Unified School District
135 Van Ness Avenue, Room 310
San Francisco, CA 94102

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

Waiver of Subrogation: Service Provider hereby grants to District a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the District by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

Subject: Resolution No. 212-2A1

In Response to Ongoing, Pervasive Systemic Racism at Lowell High School

Commissioners Alison M. Collins, Gabriela Lopez, Matt Alexander and Student Delegates Shavonne Hines-Foster and Kathya Correa Almanza

WHEREAS: Founded in 1856 in San Francisco, Lowell High School is the oldest public high school west of the Mississippi. At the date of its founding, Black, Latinx, Asian and other non-white students were prohibited from enrolling in Lowell High School and all other San Francisco public schools; and

WHEREAS: Prior to this year, Lowell was the only high school in SFUSD to use academic criteria for admission. California Education Code Section 35160.5 states that high-demand schools must enroll students through “a random, unbiased process that prohibits an evaluation of whether a pupil should be enrolled based upon the pupil’s academic or athletic performance.” For this reason, if SFUSD were to return to using academic performance for Lowell admissions, it would be out of compliance with state law; and.

WHEREAS: Lowell High School’s previous admissions process created a school that does not reflect the diversity of SFUSD students and perpetuates segregation and exclusion. Lowell today enrolls less than 2% Black students, less than 12% Latinx students, and 0.4% Samoan Pacific Islander students, in a district that enrolls 8% Black students, 32% Latinx students, and 0.8% Samoan Pacific Islander students; and

WHEREAS: In 1978, the San Francisco branch of the National Association for the Advancement of Colored People (“SFNAACP”) filed a class-action lawsuit on behalf of Black families with the U.S. District Court for the Northern District of California, charging the SFUSD, its board members and superintendent, the California State Board of Education and its members, the State Superintendent of Public Instruction, and the State Department of Education with engaging in racially discriminatory practices and maintaining a segregated school system in San Francisco, in violation of the constitutions and laws of the United States and California; and

WHEREAS: This lawsuit resulted in a settlement between the SFNAACP and the SFUSD in which both parties submitted to a consent decree which over time “largely achieved the decree’s desegregation goals,” and resulted in improved academic achievement for Black and Latinx students;¹ and

WHEREAS: Despite the settlement of the NAACP lawsuit, the segregation and exclusion of Black and Latinx students at Lowell has been allowed to continue for decades. In 1986, there were 6% Black students and 7% Latinx students at Lowell, in a district that enrolled 21% Black students and 18% Latinx students. Then Superintendent Cortines committed to making Lowell “reflective of all the city’s kids,” a promise that has been broken now for 35 years²; and

WHEREAS: Black, Latinx, and Samoan Pacific Islander students in SFUSD often express concern they do not feel physically, emotionally or culturally safe and valued at Lowell; and

WHEREAS: In 2016 Black Student Union (BSU) leaders staged a walkout from the school to City Hall after the administration failed to respond appropriately when a student posted a sign in the school’s library titled “Black History Month #gang”, which included a picture of President Obama and pictures of rappers.³ Student leader Chy’na Davis, a

¹ <https://www.clearinghouse.net/detail.php?id=9939>

² Rand Quinn, *Class Action: Desegregation and diversity in San Francisco Schools*, p. 92

³

https://twitter.com/ABlackCoalition/status/702191547266125824?ref_src=twsrc%5Etfw%7Ctwcamp%5Etweetembed%7Cwtterm%5E702191547266125824%7Ctwgr%5E%7Ctwcon%5Es1_%26ref_url=https%3A%2F%2Fwww.motherjones.com%2Fpolitics%2F2016%2F02%2Fhigh-school-activists-walk-out-protest-racist-sign-and-demand-more-black-lives-matter-c%2F

sophomore at Lowell High said, “There are so many small, daily incidents and comments that stereotype us.” Davis and other members of the Lowell BSU: “We just feel like our individual complaints are not taken seriously by the school;”⁴ and

WHEREAS: The SFUSD responded to the list of student demands presented at a subsequent Board of Education Meeting, yet five years later, many of the actions have not been implemented; and.

WHEREAS: In 2020-21 BSU leaders continue to testify at Board of Education Meetings, at school meetings and via social media that they continue to experience ongoing constant racial microaggressions, a term that Ibram X. Kendi, a critical race scholar, says should more accurately be called racist abuse.⁵ and

WHEREAS: Over the years, Board of Education Commissioners, superintendents, scholars and community members have consistently cited Lowell’s selective, exam-based enrollment system as a major contributing factor which perpetuates the culture of white supremacy and racial abuse towards Black and Latinx students.⁶ and

WHEREAS: Ibram X. Kendi, recently reiterated this assessment in a public statement he read to the Boston School Committee in support of its decision to suspend the exam requirement used in admission to its selective enrollment schools. He stated: “This is the elephant in the room that the people claiming the standardized test is fair do not want to discuss. They will claim white and Asian kids on average score higher on tests because they are smarter or work harder. Meaning Black and Latinx kids are not as smart or not as hard-working. Meaning white and Asian kids are superior. And all these racist ideas from people claiming they are not racist.” He then explained that standardized tests were created and popularized by Stanford University psychologist and eugenicist Lewis Terman more than a century ago who believed results of these tests showed “enormously significant racial differences in general intelligence, differences which cannot be wiped out by any scheme of mental culture”:⁷ and

WHEREAS: SFUSD is deeply committed to affirming the lives of our students and has been changing our institutional culture to align with that commitment and undo the normalization of inferiority and bias, as evidenced by the Equity Studies Resolution, the Undocumented and Unafraid Resolution, the Safe and Supportive Schools Resolution and the In Support of Creating a K-12 Black Studies Curriculum that Honors Black Lives, Fully Represents the Contributions of Black People in Global Society, and Advances the Ideology of Black Liberation Resolution; and

WHEREAS: Lowell High School has often been referred to as SFUSD’s “elite” “academic” high school. San Francisco Unified School District does not believe that any student or school is more or less “elite” than any other school. All SFUSD high schools are academic schools; and

WHEREAS: Despite the District commitment to Equity for each and every student, not all students have access to the academic offerings that Lowell can provide based on its size and funding sources. The fact that Lowell has a selective enrollment system which excludes students of color, perpetuates the opportunity gap and prevents the District from fulfilling goals outlined in Vision 2025.⁸

THEREFORE BE IT RESOLVED: That Lowell High School will use the regular admissions process that is used by other comprehensive high schools in SFUSD in the 2021-2022 academic school year and beyond; and

BE IT FURTHER RESOLVED: That the San Francisco Board of Education will initiate an MOU process with the [Education and Civil Rights Initiative \(CRI\)](#) of the [University of Kentucky College of Education](#), Lexington KY, in collaboration with the SF NAACP, California NAACP and National [NAACP](#) to facilitate the creation of a Community Coalition to define and oversee an equity audit and resulting action plan to address the exclusion and ongoing toxic racist

⁴ <https://www.motherjones.com/politics/2016/02/high-school-activists-walk-out-protest-racist-sign-and-demand-more-black-lives-matter-c/>

⁵ Kendi, Ibram X. How to Be an Antiracist. New York, One World, 2019.

⁶ <https://www.sfexaminer.com/news/students-families-call-for-culture-shift-at-lowell-after-racist-incident/>

⁷ <https://www.bostonglobe.com/2020/10/22/opinion/transform-bostons-exam-schools-into-opportunity-schools/>

⁸ <https://www.sfusd.edu/about/our-mission-and-vision/vision-2025>

abuse that students of color, and specifically Black students, have experienced at Lowell High School since the school's creation.

The SFUSD will direct resources and work with community philanthropic partners to fund the following proposed areas of work:

- Phase I —
 - Review status and fidelity of implementation of 2016 Lowell Black Student Union Demands and publish results for the public
 - Conduct an equity audit of Lowell High School based on past and previous student demands and current experience of Lowell student, families and staff;
 - Create an Action Plan to outline actions needed to remediate the needs of Lowell community members.
 - Publish results at the end of the audit and recommendations process and present to the Board Meeting by the end of the 2020-2021 academic year.
- Phase 2 —
 - Reviewing existing district-wide policies to make recommendations for improvements, including but not limited to the following:
 - District Bullying/Harassment Policy, to ensure it has a process for ensuring it is implemented with fidelity across all schools;
 - Anti-racist curriculum and curriculum educating students on Title IX rights and responsibilities as well as sexual harassment and LGBTQ harassment;
 - High school portfolio to assess and ensure equitable distribution of academic and extracurricular opportunities are available for students;
 - Family Voice, Uniform Complaint process and other district systems in place to support student and families in reporting harassment, and racist abuse and sexual harassment;
 - Establishing an ongoing community-based peer review process to ensure the work listed above progresses over time.

FURTHER BE IT RESOLVED: That the SFUSD will work with the Office of Racial Equity, a division of the SF Human Rights Commission, in partnership with the SFNAACP, the California NAACP and National NAACP to establish a Community Coalition comprised of the SFUSD Black Student Union leaders, SFUSD African American Parent Advisory Council, the SF Alliance of Black School Educators, and other alumni, anti-racist educators, students, and community leaders to lead and inform this work. This project will be funded with outside funding.

BE IT FURTHER RESOLVED: That the Community Coalition will frame its work around questions that may include but are not limited to the following:

- How do we learn about the experience of Black students and families at Lowell and how do we center their healing, liberation, joy, and excellence?
- Where do we see tenets of white supremacy culture and patriarchy showing up in interactions, communication, curriculum, and policies at Lowell High School?
- What is the hidden and unspoken mission of Lowell High School and how do we communicate a clear and explicit mission that focuses on antiracist outcomes?
- What antiracist teaching, learning, and assessment practices are necessary? What adult learning and structures will support this change?
- How can we leverage Ethnic Studies, Equity Studies and Black studies in this work?
- What racist policies exist and how can we design antiracist policies, structures, and systems?
- What mindset shifts and equity consciousness development are necessary to facilitate this change, for students, staff, and the community?
- In what ways has Lowell High School perpetuated racism throughout SFUSD and San Francisco and how do we align district policies with its core values and antiracist vision?

FURTHER BE IT RESOLVED: That the Community Coalition will report to the Board of Education no later than September 1, 2021