

Agenda Item# I.27.
Board Mtg 6/23/2020
Contract #: PS21-0108-82

**CONSULTING/ PROFESSIONAL SERVICES
AGREEMENT BETWEEN**

THE SAN DIEGO UNIFIED SCHOOL DISTRICT

AND

LOVE EDUCATIONAL SERVICES, LLC

THIS AGREEMENT for consulting/professional services is made by and between the San Diego Unified School District ("District"), a public school district formed and operating pursuant to the laws of the State of California and Love Educational Services, LLC, a Sole Proprietor whose primary place of business is located at P.O. Box 170323, Atlanta, GA 30317, ("Consultant/Professional") (together sometimes referred to as the "Parties") as of July 1, 2020, (the "Effective Date").

RECITALS

WHEREAS, California Government Code section 53060 grants school districts the authority to contract with and employ persons for the furnishing of special services to such districts, if such persons are specially trained, experienced and competent to perform the special services requested; and

WHEREAS, Consultant/Professional is specially trained and possesses the skills, experience, education, competency, licenses and/or credentials necessary to perform the required services; and

WHEREAS, the services performed under this Agreement are funded in whole or in part by any state or federal grant; and

WHEREAS, the District does not employ persons with sufficient expertise to perform the required services.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do agree as follows:

TERMS OF AGREEMENT

SECTION 1: SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant/Professional shall provide to District the services described in the Scope of Work/Services attached as ***Exhibit A***, attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and ***Exhibit A***, the Agreement shall prevail except provisions relating to payment.

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- 1.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall end on August 28, 2020. Consultant/Professional shall complete the work described in ***Exhibit A*** prior to that date, unless the term of this Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant/Professional to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as provided for in Section 8.

- 1.2 **Professional Skill.** It is mutually agreed by the Parties that District is relying upon the professional skill of the Consultant/Professional as a specialist in the work, and Consultant/Professional represents to the District that its work shall conform to the normal professional standards of the profession. Acceptance of the Consultant/Professional's work by the District does not operate as a release of Consultant/Professional's representations. It is intended that Consultant/Professional's work shall conform to normal standards of accuracy, completeness and coordination.

- 1.3 **Standard of Performance.** Consultant/Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant/Professional is engaged in the geographical area in which Consultant/Professional practices its profession. Consultant/Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant/Professional's profession.

- 1.4 **Assignment of Personnel.** Consultant/Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant/Professional shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.

- 1.5 **Time.** Consultant/Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.3 above and to satisfy Consultant/Professional's obligations hereunder.

SECTION 2: COMPENSATION. District hereby agrees to pay Consultant/Professional a sum not to exceed *****Eleven Thousand and 00/100***** Dollars (\$11,000.00) notwithstanding any contrary indications that may be contained in Consultant/Professional's proposal, for services to be performed and any permitted reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant/Professional's proposal, regarding the amount of compensation, the Agreement shall prevail. District shall pay Consultant/Professional for services rendered pursuant to this Agreement at the time and in the manner set forth in herein. The payments specified herein shall be the only payments from District to Consultant/Professional for services rendered pursuant to this Agreement. Consultant/Professional shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Consultant/Professional shall not bill District for duplicate services performed by more than one person.

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Consultant/Professional and District acknowledge and agree that compensation paid by District to Consultant/Professional under this Agreement is based upon Consultant/Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant/Professional. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant/Professional and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant/Professional shall submit invoices, not more often than once a month during the term of this Agreement for services performed plus any pre-approved reimbursable costs incurred prior to the invoice date to apinvoices@sandi.net and the below contact. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.,
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - A brief description of the work during this billing period, and each previously approved reimbursable expense; and
 - The Consultant/Professional's signature.
- 2.2 Monthly Payment.** District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. The administrator responsible for verifying that services have been performed and authorized to approve invoices for payment is: Tavqa Bustani, Instructional Support Officer,
Leadership & Learning: Instruction & Assessment Elementary, located at
4100 Normal St., Room 2022 San Diego CA 92103.
District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant/Professional.
- 2.3 Final Payment.** District shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to District of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** District shall pay for the services to be rendered by Consultant/Professional pursuant to this Agreement. District shall make no payment for any extra, further, or additional services pursuant to this Agreement. In no event shall Consultant/Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.
- 2.5 Hourly Fees.** No hourly fees are billable for work performed as part of the Scope of Work/Services unless such fees are specified in *Exhibit A*.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in *Exhibit A*, and are included in the total amount of compensation provided under this Agreement which shall not be exceeded.

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2.7 Payment of Taxes. Consultant/Professional is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

2.8 Payment upon Termination. In the event that the District or Consultant/Professional terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant/Professional for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant/Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant/Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the District Representative.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant/Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement, District shall make available to Consultant/Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

District shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant/Professional's use while consulting with District employees and reviewing records and the information in possession of the District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement Consultant/Professional, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance identified in ***Exhibit B*** against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant/Professional and its agents, representatives, employees, and subconsultants. Consistent with the following provisions, Consultant/Professional shall provide Certificates of Insurance (attached as ***Exhibit C***), indicating that Consultant/Professional has obtained or currently maintains insurance that meets the requirements of this Agreement and that is in a form satisfactory to the District. Consultant/Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant/Professional's price. Consultant/Professional shall not allow any subconsultant(s) to commence work until Consultant/Professional has obtained all insurance required herein for the subconsultant(s).

*** Include the Contract # on all Certificates of Insurance, Exhibit C. ***

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Section 5 INDEMNITY AND RESPONSIBILITIES. To the fullest extent allowable by law, Consultant/Professional will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, 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 all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by Consultant/Professional during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

5.1 Selection of Defense Counsel. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Consultant/Professional shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

5.2 Payment of Judgment. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Consultant/Professional shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

5.3 Indemnification Limitations. The foregoing obligation(s) of Consultant/Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Consultant/Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant/Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant/Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant/Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.4 Liability for Employment Related Obligations. In the event that Consultant/Professional or any employee, agent, or subcontractor of Consultant/Professional providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Consultant/Professional shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Consultant/Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

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- 5.5 Civil Code Exclusions.** Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant/Professional to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.
- 5.6 Tender of Defense and Indemnity.** The Consultant/Professional's obligation to defend and indemnify shall not be excused because of the Consultant/Professional's inability to evaluate liability or because the Consultant/Professional evaluates liability and determines that the Consultant/Professional is not liable to the claimant. The Consultant/Professional must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Consultant/Professional fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant/Professional under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Consultant/Professional accepts or rejects the tender of defense, whichever occurs first.
- 5.7 Survival.** The terms of this section 5 shall survive termination of this Agreement.

Section 6. STATUS OF CONSULTANT/PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant/Professional shall be an independent contractor and shall not be an employee of District. District shall have the right to control Consultant/Professional only insofar as the results of Consultant/Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to subparagraph 1.4. Except as expressly provided in this section 6.1, District shall not have the right to control the means by which Consultant/Professional accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant/Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS)(or other defined benefit employee retirement plans) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS or other benefits.
- 6.2 Consultant/Professional No Agent.** Except as District may specify in writing, Consultant/Professional shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant/Professional shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.


Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

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- 7.2. Compliance with Applicable Laws.** Consultant/Professional and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant/Professional and any subconsultant(s) shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant/Professional represents and warrants to District that Consultant/Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of what-so-ever nature that are legally required to practice their respective professions. Consultant/Professional represents and warrants to District that it and its employees, agents, any subconsultant(s) shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant/Professional and any subconsultant(s) shall obtain and maintain during the term of this Agreement valid Business Licenses from the City of San Diego.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant/Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant/Professional under this Agreement. Consultant/Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant/Professional thereby.

Consultant/Professional shall include the provisions of this subsection in any subcontract approved by the District Representative or this Agreement.

- 7.6 Electronic Signature.** Consultant/Professional consents to conducting transactions for this Agreement via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District.
- _____  _____ (Initials).

- 7.6.1** Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), Consultant/Professional agrees to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Consultant/Professional further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Consultant/Professional agrees that the transactions conducted electronically relating to this Agreement shall be binding upon me.

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- 7.6.2 Consultant/Professional agrees that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Consultant/Professional understands that the District may suspend, terminate, or revoke the electronic signature in its reasonable discretion.
- 7.6.3 Consultant/Professional will use the electronic signature to establish identity and sign electronic documents and forms relating to the Agreement and Amendments. Consultant/Professional is solely responsible for protecting the electronic signature. If Consultant/Professional suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Consultant/Professional will immediately notify the Strategic Sourcing and Contracts Officer or his/her designee and request that the electronic signature be revoked. Consultant/Professional will then immediately cease all use of the electronic signature. Consultant/Professional agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** District may cancel this Agreement, without cause, upon thirty (30) days' written notice to Consultant/Professional. In the event of termination, Consultant/Professional shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Consultant/Professional delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant/Professional or prepared by or for Consultant/Professional or the District in connection with this Agreement.
- 8.2 **Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.
- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties and approved by District's governing board.
- 8.4 **Assignment and Subcontracting.** District and Consultant/Professional recognize and agree that this Agreement contemplates personal performance by Consultant/Professional and is based upon a determination of Consultant/Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant/Professional. Consultant/Professional may not assign this Agreement or any interest therein without the prior written approval of the District Representative. Consultant/Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the District Representative.

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8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant/Professional shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant/Professional. If Consultant/Professional materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant/Professional pursuant to this Agreement;
- Retain a different Consultant/Professional to complete the work described in ***Exhibit A*** not finished by Consultant/Professional; and/or
- Charge Consultant/Professional the difference between the cost to complete the work described in ***Exhibit A*** that is unfinished at the time of breach and the amount that District would have paid Consultant/Professional pursuant to Section 2 if Consultant/Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant/Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant/Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant/Professional hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Consultant/Professional agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Consultant/Professional's Books and Records. Consultant/Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant/Professional under this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant/Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000,00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

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9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals. If this Agreement was procured through a Request for Proposals (RFP) or invitation to bid issued by the District, all documents submitted in response to the RFP or invitation to bid become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant/Professional and plainly marked as "Business Secret" or Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant/Professional has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant/Professional agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the any subsequent agreement. In submitting a proposal, Consultant/Professional agrees that this indemnification survives as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

9.5. Confidentiality of Student Records. If Consultant/Professional will have access to student records, Consultant/Professional agrees to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and the District (including but not limited to Administrative Regulation and Procedures No. 5125 and 5125.1) to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that:

No identification of students or their parent/guardians by persons other than representatives of Consultant/Professional is permitted;

- The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained;
- No access to individual student data shall be granted by Consultant/Professional to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of Consultant/Professional so long as those persons have a legitimate interest in the information.

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Consultant/Professional recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the District shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Consultant/Professional. This assurance is binding Consultant/Professional on and such persons as may be employed by Consultant/Professional to assist in any phase of the contractual obligation to the District.

9.6 Screening Requirements. Consultant/Professional shall comply with the requirements of California Education Code sections 45125.1, 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for Consultant/Professional's employees, volunteers, and independent contractors prior to providing service to any District student. One or both of these requirements may be waived if the District, in its sole and absolute discretion, determines that Consultant/Professional and/or its employees, volunteers, and any independent contractors/consultants will not be performing services on District campuses and/or will not have any contact with District students, as applicable.

9.6.1 CDOJ clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j).

- Consultant/Professional shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person.
- Upon request of the District Representative, Consultant/Professional shall certify in writing that Consultant/Professional has at all times complied with this section of the Agreement.
- Consultant/Professionals employing or staffing current District or other school district's employees must obtain clearance from the CDOJ verified with Consultant/Professional's Originating Agency Identifier number ("ORI"). Consultant/Professionals with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.

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- If Consultant/Professional's services are limited to online services, contact with District students shall also include electronic contact, and Consultant/Professional shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees having only electronic or telephone contact with district students shall not be required to obtain TB clearance.
- Administrative staff for Consultant/Professional not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to confidential District student information shall not be required to obtain TB clearance.

9.6.2 The Consultant/Professional shall provide each tutor, site director, and any other employee(s) in contact with District students with an identification badge that exhibits the Consultant/Professional's company name, employee name, and a picture of the employee.

9.6.3 **Tuberculosis Examination.** Consultant/Professional and its subconsultant(s) shall ensure that all persons performing services under this Agreement will provide a tuberculosis (TB) certificate of clearance prior to commencing services pursuant to this Agreement. Consultant/Professional shall ensure that it will not place any person at a school without a valid TB certificate on file showing that the employee was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret a provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Diego or in the United States District Court for the Southern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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10.6 Use of Recycled Products. Consultant/Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant/Professional may serve other clients, but none whose activities or whose business, regardless of location, would place Consultant/Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Consultant/Professional shall not employ any district official in the work performed pursuant to this Agreement. No officer or employee of the District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant/Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Consultant/Professional was an employee, agent, appointee, or official of the District in the previous twelve months, Consultant/Professional warrants that it did not participate in any manner in the forming of this Agreement. Consultant/Professional understands that if this Agreement is or was made in violation of Government Code §1090 *et seq.* the entire Agreement is void and Consultant/Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant/Professional will be required to reimburse the District for any sums paid to the Consultant/Professional. Consultant/Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California. By initialing below, the Consultant/Professional and the officer or employee of the District warrants that they do not have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

^{DS}
Bl

(Consultant Initial)

^{DS}
TB

(District Originator Initial)

10.8 Solicitation. Consultant/Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 District Representative. This Agreement shall be administered by Tavga Bustani, 4100 Normal St., Room 2022, San Diego, CA 92103,
Phone: (619) 725-8115 / Email: tbustani@sandi.net.
(Contracting Officer's Technical Representative). All daily operational correspondence shall be directed to or through the District Representative or his or her designee. Further, if applicable to the services to be performed, Consultant/Professional will assign one staff person or "account manager" to coordinate the work of any subconsultant(s) and support staff performing work under this Agreement.

10.10 Non-Funding. Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

Contract #: PS21-0108-82

10.11 Notices. Written contract notices shall be addressed as follows:

<p>To District: Andrea R. O'Hara, M.A. Strategic Sourcing and Contracts Officer 2351 Cardinal Lane, Building M San Diego, CA. 92123 (858) 522-5808 - Phone dgiolzetti@sandi.net</p>	<p>To Consultant/Professional: <u>Love Educational Services, LLC</u> ATTN: Natina Marie P.O. Box 170323 Atlanta, GA 30317 Phone: (770) 899-2599 Email: natinamarie@gmail.com</p>
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10.12 Integration. This Agreement, including exhibits, represents the entire and integrated agreement between District and Consultant/Professional and supersedes all prior negotiations, representations, proposals or agreements, either written or oral.

10.13 Exhibits. This Agreement includes the following exhibits, all of which are incorporated into the Agreement as if fully set forth herein:

- Exhibit A: Scope of Work/Services and Payment Terms**
- Exhibit B: Insurance Requirements**
- Exhibit C: Certificates of Insurance**


10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

THIS SECTION INTENTIONALLY LEFT BLANK

Contract #: PS21-0108-82

This Agreement is effective only if signed below by the duly authorized representatives of the Parties. By signing this Agreement, Consultant/Professional represents that it has the legal authority to enter into this Agreement and to bind the entity to the terms set forth herein.


Consultant/Professional

By:  _____
DocuSigned by: 4863FC0BFAD6453...

Its: Sole Proprietor



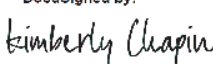
Date: May 21, 2020

San Diego Unified School District

By:  _____
DocuSigned by: 90027AB4E18E40F...

Strategic Sourcing and Contracts Officer

Date: July 1, 2020

<p>APPROVED AS TO CONTENT</p>	<p>Approved in a public meeting of the Board of Education of the San Diego Unified School District on</p>
<p>Date: <u>May 26, 2020</u></p> <p><u> _____</u> <small>DocuSigned by: 2A754859FEC84B6... Tanga Bustani</small></p> <p>Instructional Support Officer San Diego Unified School District</p>	<p>Date: <u>July 1, 2020</u></p> <p><u> _____</u> <small>DocuSigned by: F5E5A5B53D1243A... Marty Stultz</small></p> <p>Board Action Officer San Diego Unified School District Board of Education</p>
<p>APPROVED AS TO FORM AND LEGALITY</p>	
<p>Date: <u>May 26, 2020</u></p> <p><u> _____</u> <small>DocuSigned by: C28933323E32407...</small></p> <p>Assistant General Counsel II San Diego Unified School District</p>	

Agreement # PS21-0108-82**Exhibit A – Statement of Work**

1. Scope of Work/Purpose

Consultant/Professional shall provide keynote speaking engagement at the San Diego Unified District (District) Summer Principals Institute.

2. Background Information

This year's Summer Principals Institute focus is developing equity driven schools and classroom cultures, in which academics and social-emotional learning work in tandem with the purpose of impacting student academic and social-emotional success.

3. General Requirements for Service Delivery

- 3.1. Consultant/Professional shall be a keynote speaker discussing the topic of Abolitionist Teaching scheduled for August 19, 2020. Speaking engagement shall be conducted via a virtual method and therefore no travel expenses will be incurred.
- 3.2. The duration of the Consultant/Professional's discussion topic shall be a minimum of forty-five (45) minutes.
- 3.3. Consultant/Professional shall provide a thirty (30) minute question and answer (Q&A) session no later than August 28, 2020 via a virtual method.
- 3.4. The District shall provide the following equipment:
 - 3.4.1. A/V system capable of presenting images and video with sound;
 - 3.4.2. Projector; and
 - 3.4.3. Microphone

4. Specific Requirements for Service Delivery

- 4.1. Consultant/Professional shall engage in a one (1) hour preparation phone conference with District designee(s) prior to Summer Principals Institute speaking engagement.
- 4.2. Consultant/Professional speaking topic shall focus on a concept built on the creativity, imagination, boldness, ingenuity, and rebellious spirit and methods of abolitionists to demand and fight for an educational system and world where all students are thriving, not simply surviving.

5. Recording and Publication

- 5.1. District will not live stream or record the discussion topic without prior written approval from Consultant/Professional.
- 5.2. Consultant/Professional reserves the right to record engagement in any format, including audio and video recordings, photos, and written transcripts.
- 5.3. District must obtain a written release from Consultant/Profession for any proposed recordings or publications that District may wish to employ during the speaking engagement of thereafter.
- 5.4. Consultant/Professional retains all applicable intellectual property rights pursuant to law for any and all original materials, content, or any forms of publication that may arise from speaking engagement.

Agreement # PS21-0108-82**Exhibit A (cont.) – Pricing Schedule**

Description	Unit of Measure	Unit Cost	Estimate # of Units	Extended Price
1-hour Preparation Conference Call	Flat fee	\$1,000.00	1	\$1,000.00
Keynote Speaker - Summer Principals Institute (August 19, 2020)*	Flat fee	\$8,000.00	1	\$8,000.00
30-minute Question & Answer Session (Due August 28, 2020)*	Flat fee	\$2,000.00	1	\$2,000.00
Total Not to Exceed				\$11,000.00

*Speaking Engagement will be conducted virtually, therefore there will be no travel expenses.

EXHIBIT B**INSURANCE REQUIREMENTS**

1.0 Workers' Compensation. Consultant/Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant/Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant/Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Consultant/Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

2.0 Commercial General and Automobile Liability Insurance.

2.1 General requirements. Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better.

2.1.1 Commercial General Liability (including operations, products, and completed operations) \$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury and property damage. If insurance is on a claims made policy, tail coverage for the duration of the Agreement must be provided. Such coverage shall be retroactive to on or before the Effective Date of this Agreement.

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000,00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Consultant/Professional to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

2.1.6 Insurance shall include coverage for sexual abuse and molestation allegations up to the full policy limit. [This requirement may be WAIVED by District if there is no direct student contact.]

For vendors and/or service providers who provide software development or installation, storage (including cloud computing), or host, use or access District data:

2.1.7 Cyber Risk or Cloud Insurance: Where the services provided in the Agreement relate to software development, software installation, storage of electronic data (including cloud computing), the hosting of District data, the use of District data or access to District data, including student information, the Consultant/Professional (service provider) shall provide Cyber Risk/Cloud Insurance as specified in this Section 2.1.7. Subject to limits of at least \$1,000,000 per claim/\$2,000,000 aggregate to be maintained for the duration of the Agreement and three years following its termination, to respond to privacy and network security liability claims including, but not limited to:

- Liability arising from theft, dissemination, and/or use of District confidential information, including but not limited to bank, credit card account, student records, and personally identifiable information such as name, address, social security numbers, etc., regardless of how the information is stored or transmitted.
- Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or District data, including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to an employee's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- Crisis-management expenses (i.e. notification, public relations, reputation damage, forensics, etc.) for a data breach.

3.0 Professional Liability Insurance.

3.1 General requirements. Consultant/Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim and, as provided for herein, and must be disclosed to and approved by District.

3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- 3.2.1** The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- 3.2.2** Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work.
- 3.2.3** If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant/Professional must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise, at the Consultant/Professional's sole expense, any extended reporting provisions of the policy, if the Consultant/Professional cancels or does not renew the coverage.
- 3.2.4** A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

4.0 All Policies Requirements.

- 4.1 Acceptability of insurers.** All required coverages must be provided by insurers licensed to conduct business in the State of California and rated "A-, VII" or better by the current Best's Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.
- 4.2 Verification of coverage.** Certificates of Insurance shall be filed with the District's Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Consultant/Professional shall provide, upon District request, complete copies of all policies delivered to Consultant/Professional by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance

documents prior to the Consultant/Professional beginning services, it shall not waive the Consultant/Professional's obligation to provide them.

4.3 Notice of Reduction in or Cancellation of Coverage. Certificates of Insurance shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice." Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

4.4 Additional insured; primary insurance. District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant/Professional, including the insured's general supervision of Consultant/Professional; products and completed operations of Consultant/Professional, as applicable; premises owned, occupied, or used by Consultant/Professional; and automobiles owned, leased, or used by the Consultant/Professional in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

4.5 Deductibles and Self-Insured Retentions. Consultant/Professional shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant/Professional may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant/Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.6 Variation. The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

5.0 Remedies. In addition to any other remedies District may have if Consultant/Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Consultant/Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant/Professional to stop work under this Agreement or withhold any payment that becomes due to Consultant/Professional hereunder, or both stop work and withhold any payment, until Consultant/Professional demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2019

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 have ADDITIONAL INSURED provisions or 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Hiscox Insurance Company Inc	NAIC # 10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 Love Educational Services LLC
[REDACTED]

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/SUBR INSD/WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			UDC-4324588-CGL-19	11/07/2019	11/07/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							PERSONAL & ADV INJURY
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	N / A					\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$

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

CERTIFICATE HOLDER

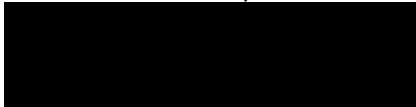
CANCELLATION

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



Bettina L. Love, Ph.D.
Love Educational Services, LLC



ATTN: Tavga Bustani
Instructional Support Officer
San Diego Unified School District
4100 Normal St. Room 2022
San Diego, CA 92103

Sales Invoice

Invoice Number: INV00285
Invoice Date: September 17, 2020
Due net 15

Description

Professional Development - September 29, 2020	
Keynote (45 mins)	\$8,000
Q&A Session (30 mins)	\$2,000

Total Balance Due

	Amount
Total Invoice (USD)	\$10,000

Payable to:
Love Educational Services, LLC
Bettina Love



Electronic payments preferred:
Bank of America



Purchase Order Inquiry

Purchase Order

Business Unit SDUSD
PO ID 0000371046

PO Status Compl
Budget Status Valid

▼ **Header**

PO Date 08/21/2020

Supplier Name LOVE-001

Supplier ID 0000039235

Buyer Najwa Farace

PO Reference Online Src From Req REQ449271

[Header Details](#)
[All RTV](#)
[Matching](#)

[Supplier Details](#)

[Activity Summary](#)
[Header Comments...](#)
[Document Status](#)
 ▼ [Actions](#)

Backorder Status Not Backordered

Receipt Status Received

Hold From Further Processing

Amount Summary

Merchandise	11,000.00
Freight/Tax/Misc.	0.00
Total	11,000.00 USD
Encumbrance Balance	0.00 USD

Lines

Line	Item ID	Item Description	Category	PO Qty	UOM	Merchandise Amount	
1		Payment for Love Educatoinal S	SVC_5150	1.0000	EA	11,000.00	USD

- [Return to Search](#)
 [Previous in List](#)
 [Next in List](#)
 [Notify](#)

Purchase Order Inquiry

Purchase Order

Business Unit SDUSD
 PO ID 0000372549
 Change Order 1

PO Status Compl
 Budget Status Valid

▼ **Header**

PO Date 09/25/2020
 Supplier Name LOVE-001
 Supplier ID 0000039235 [Supplier Details](#)
 Buyer Jessica Corrales
 PO Reference Online Src From Req REQ451064

Backorder Status Not Backordered
 Receipt Status Received
 Hold From Further Processing

Amount Summary

Merchandise 10,000.00
 Freight/Tax/Misc. 0.00
Total 10,000.00 USD
 Encumbrance Balance 0.00 USD

[Header Details](#) [Activity Summary](#)
[Change Order](#) [Header Comments...](#)
[All RTV](#) [Document Status](#)
[Matching](#) ▼ [Actions](#)

Lines

Line	Item ID	Item Description	Category	PO Qty	UOM	Merchandise Amount	
1		Pay Invoice - Love Educational	SVC_5150	1.0000	EA	10,000.00	USD

- [Return to Search](#)
 [Previous in List](#)
 [Next in List](#)
 [Notify](#)



Education Partnerships Alliance
"Investing in Student Success"

PARTNERSHIPS IN EDUCATION PROGRAM

Partnership Agreement

In the promotion of understanding and cooperation between businesses and schools within the San Diego community,

Business/Organization

Name of School

Council on American-Islamic Relations, California (San Diego Chapter) and SDUSD Race/Human Relations and Advocacy (R/HR&A)

hereby agree to enter into a partnership in education.

The intent of this partnership is to support student achievement and to provide mutual assistance and benefit through shared time and resources. **The mission statement for this partnership is:**

To promote community collaboration and provide support to ensure that all San Diego students will graduate with the skills, motivation, curiosity and resilience to succeed in their choice of college and career in order to lead and participate in the society of tomorrow.

The effectiveness of our partnership will be measured by:

- Completion of the designated activities.
- Feedback from all participants involved in the partnership activities.
- Consistent and timely communication between the partners.
- Shared goals and expectations.
- Active participation in Partnerships in Education committee that facilitates partnership activities.

The following partnership activities are planned:

- Teaching Against Islamophobia Training Program for Faculty and Staff of SDUSD
- Cultural Competency Training for SDUSD Faculty and Staff on Islam and Muslim Community
- American Muslim Community Resource for SDUSD

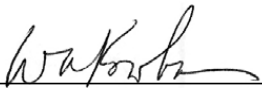
In reciprocation and appreciation, the school/program plans the following:

- The school newsletter will feature collaborative partnership activities.
- Letters of appreciation/reflection will be written to the partner.

As partners in education, we pledge our commitment to cooperatively achieve the goals developed in this agreement.

Edgar Hopida
Director of Public Relations
C.A.I.R.

Agin Shaheed
Program Manager
Race Human Relations & Advocacy



Bill Kowba
Superintendent

Date