



Kingmakers of Oakland

745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofOakland.org

TO: San Francisco Unified School District

INVOICE

#040404
Date: 3/4/25

Description	
Black Family Day	
Amount: \$700	
Please make check payable to: Kingmakers of Oakland 745 Arimo Ave Oakland, CA 94610 finance@kingmakersofOakland.org	ACH PAYMENT TO: Community Bank of the Bay 180 Grand Avenue, Suite #120 Oakland, CA 94612 Bank routing number: [REDACTED] Bank account number: [REDACTED]

**SFUSD**SAN FRANCISCO
PUBLIC SCHOOLS**RETROACTIVE CONTRACT
APPROVAL COVER SHEET**

The Education Code, Board Policy and applicable Administrative Regulation prohibit District employees from accepting services before a contract has been fully executed and purchase order is issued. SFUSD Administrative Regulations recognize that in **limited and emergency** situations a staff member may need to accept services prior to the contract being executed. If such a situation arises, the Department Sponsor of the contract must obtain approval from their Supervisor prior to submitting the retroactive contract to GoFast by completing the cover sheet below and submitting the signed cover sheet with the retroactive contract via GoFast.

The retroactive contract will be routed to the Superintendent's Office for approval prior to submitting to BoardDocs for ratification or approval by the Board of Education. *See also* Education Code § 17604 ("In the event of malfeasance in office, the school district officer or employee invested by the governing board with the power to contract shall be personally liable for any and all moneys of the district paid out as a result of the malfeasance.").

Please Read: The Procurement Department will not route any retroactive contracts that are submitted to the Superintendent without completion of this Cover Sheet.

Contracts below the delegable amount: Upon approval by the Superintendent, the Procurement Department will submit contracts below the delegable amount for ratification by the Board of Education.

Contracts above the delegable amount, the Procurement Department will inform the Sponsoring Department that the Superintendent has approved the submission of a retroactive contract for approval by the Board of Education. The Sponsoring Department must submit the retroactive contract for approval by the Board of Education per AR 3312.

Today's Date:	2/24/2025
Name of the Department seeking an exception:	Human Resources, Staffing
Name of Department Sponsor:	D'Andre Ball
Number of times department has sought an exception to the Board Policy this school year:	0
Name of Contractor:	Kingmakers of Oakland
Purpose of Contract:	Recruitment and retention of black male educators
Date the services started:	August 23, 2024
Explanation of why contract was not submitted in a timely fashion: The contract was not submitted in a timeley fashion due to changes in requirements for the new contract template. Organization began services based on the contract that was approved for the prior fiscal year.	
Description of remedial action developed with their supervisor: Prior to agreeing to agreement of services to continue moving forward, contract will be reviewed and approved by procument department	
Certification of by District Sponsor of review of the documents below: <ul style="list-style-type: none"> • <u>Quick Guide - Submitting Contracts Through Gofast</u> • <u>Validation Requirements When Submitting of Approving a Contract for the GoFAST System</u> • <u>FY 2023-2024 Contract Flow Chart</u> 	
I affirm that I have reviewed the foregoing and agree to follow the above steps for future contract submissions.	
D'Andre Ball, Executive Director Talent Acquisition	Signature: 
Amy Baer, Associate Superintendent of Human Resources	Signature: 

Name of Contract Sponsor, Title of Contract Sponsor	Signature:
---	------------

RECITALS SECTION			
Contractor Name	Kingmakers of Oakland		
Department/Site	Human Resources		
Name of Contract Sponsor	D'Andre Ball		
Purpose	To increase the retention rates of African-American male educators in SFUSD, as well as supporting a cohort of paraeducator staff in obtaining their teacher credential as a long term recruitment strategy. This contract aims to support in providing research based affinity consultation services for black male staff, as well as supporting a partnership between SFUSD and City College of San Francisco.		
OBJECTIVES			
Services	Kingmaker of Oakland will provide: - Training on how to facilitate affinity groups for African-American male staff - Recruitment best practices for Districts in developing their own staff as educators - Regular convenings with the KOO network of practitioners who work for teacher education programs and specialize in the recruitment and retention of black males		
Outcome/ Deliverable	Kingmakers of Oakland will execute the services outlined in the "Scope of Work" section. The activities and services provided will support in the recruitment and retention of black male staff within SFUSD.		
<u>Alignment to Goals</u> (check all that apply)	<input checked="" type="checkbox"/> Third Grade Literacy	<input checked="" type="checkbox"/> Eighth Grade Math	<input checked="" type="checkbox"/> College & Career Readiness
<u>Alignment to Guardrails</u> (check all that apply)	<input type="checkbox"/> Serving Whole Child <input type="checkbox"/> Resource Allocation	<input type="checkbox"/> Curriculum & Instruction	<input checked="" type="checkbox"/> Strategic Partnerships <input type="checkbox"/> Effective Decision Making
Other (if applicable)	<input type="checkbox"/> Operational Requirement		
KEY TERMS			

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025. v.2

Contract Dates	10/8/2024 – 6/30/2024
Total Cost	\$17, 250
Multi-Year Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please indicate how much will be spent for each fiscal year: FY 24-25 \$17, 250 , FY 25-26 \$, FY 26-27 \$	
Funding Resource (check all that apply)	<input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Restricted Local <input type="checkbox"/> Restricted State <input type="checkbox"/> Restricted Federal <input type="checkbox"/> PTA/PTO Funds 5803 - Consultant Fees Enter Resource Code - Enter Resource Name Enter Resource Code - Enter Resource Name
For this contract:	Were multiple vendors considered? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For federally funded contracts in excess of \$10,000	Attach three (3) quotes and complete the <u>federal funding form</u> . (Please refer to #1 in the FY24-25 FAQ)
Was the contract bid out?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no (check one)	<input checked="" type="checkbox"/> Below the delegable amount (\$114,500) <input type="checkbox"/> Sole Source <input type="checkbox"/> Educational Materials <input checked="" type="checkbox"/> Professional Services Contract (specialized service requiring training and experience such as financial, economic, accounting, medical, or legal)

ORGANIZATION/PROFESSIONAL SERVICES AGREEMENT

This Contract (“Agreement” or “Contract”) is dated for convenience as of **AUGUST 23, 2024**, between the **San Francisco Unified School District** (“District” or “SFUSD”) and **KINGMAKERS OF OAKLAND** (“Contractor”). The District and Contractor may be individually referred to herein as a “Party,” or collectively referred to herein as the “Parties.”

RECITALS

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

WHEREAS, California Public Contract Code §§ 20111 *et seq.*, authorizes the District to purchase equipment, materials, or supplies up to the annually adjusted bid threshold amount (currently, \$114,500) without formal bidding;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of professional services and/or special services or advice in financial, economic, accounting, engineering, legal, or administrative matter if those persons are specially trained and experienced and competent to perform the services required (California Government Code § 53060 and Public Contract Code § 20111);

WHEREAS, the District desires Contractor to provide **RECRUITMENT AND RETENTION ADVISMENT FOR BLACK MALE EDUCATORS** for the following **PRE-PARA APPRENTICESHIP PROGRAM AND THE BLACK MALE EDUCATOR AFFINITY GROUP** as detailed herein; and

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at **HUMAN RESOURCES**.

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 and when the performance of such services remotely is comparable to the in-person provision of such services. 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.
 - a. **Standard of Care**. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - b. **Certificates/Permits/Licenses/Registration**. Contractor and all Contractor’s employees or agents shall secure and maintain in force such certificates, permits, licenses and registration

as are required by law in connection with the furnishing of Services pursuant to this Agreement.

2. **TERM & EFFECTIVE DATE:** The term for these Services shall commence on **10/08/2023** and shall expire on **6/30/2024** (the “Term”), unless terminated earlier pursuant to the terms of this Agreement. The District, in its sole discretion, shall have two (2) options to extend the Term of this Agreement for a period or periods of up to one (1) year each. The maximum term of this Agreement shall not exceed three (3) years. This Agreement shall become effective only upon proper execution by the Parties; certification as to the availability of funds; and approval or ratification by the District’s Board of Education in an open, noticed meeting. The District has no obligation to renew or extend this Agreement after expiration of its Term.

3. **COMPENSATION:**

- a. Compensation to Contractor shall not exceed **Seventeen thousand and two hundred and fifty dollars (\$17, 250). The not to exceed amount is the maximum amount of compensation due to 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”).
- b. Prices/quotations must be firm. Prices will be in effect for the term of the Contract, including any extensions hereto, unless otherwise provided for herein. Prices/quotations can be modified only with written approval from the District.
- c. The not-to exceed amount of this Agreement may be increased or decreased after the initial term of this Agreement and any extension this Agreement pursuant to Section 2, provided that any such increase or decrease is executed, approved, and certified pursuant to the terms of this Agreement. Any requested price increase or decrease must be properly documented and submitted in writing by Contractor to the District’s Director of Procurement by February 15th. The percentage increase shall not exceed the All Consumer Price Index (CPI) of the San Francisco Metropolitan Area, as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. In no event shall the increase exceed three percent (3%). Contractor will be required to present documentation sufficient to justify any proposed percentage price increase.
- d. Consultant acknowledges and agrees that it must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Agreement and that the District will report payment information to the Internal Revenue Service under the name and EIN or SSN, whichever is applicable, provided by Consultant.

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 or stated in any approved amendment.
- c. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated.

- d. 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 United States Government, State of California or any other grantors, 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. Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Contractor acknowledges that this certification of eligibility to receive federal or state funds is a material term of this Agreement.

6. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Contractor agrees to comply with and is subject to the California False Claims Act (Government Code §§ 12650 *et seq.*), including treble damages and penalties as set forth in the operative statutory provision at the time of any violation.

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:** 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. 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. 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 California Education Code § 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 (10) 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. Contractor expressly understands and agrees that in an event of default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all of 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. Contractor further understands and agrees that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
- c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
- d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
- e. Within thirty (30) days of 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 1) given in writing; 2) personally delivered or mailed, by prepaid, certified mail, overnight courier; or 3) electronic mail transmission (including portal document format) with "read receipt" requested to the Party to whom such notice or communication is directed, to the email address or regularly-monitored electronic mail address of such Party as follows:

a. **NOTICE TO THE DISTRICT:**

SITE/DEPARTMENT	HUMAN RESOURCES
HEAD OF SITE/DEPARTMENT	Amy Baer
CONTACT PERSON	D'Andre Ball
STREET ADDRESS	555 Franklin
CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241-6101
EMAIL ADDRESS	balld@sfusd.edu

b. **NOTICE TO THE CONTRACTOR (PO BOX not acceptable):**

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025. v.2

CONTRACTOR NAME	KINGMAKERS OF OAKLAND
CONTACT PERSON	Christopher Chatmon
STREET ADDRESS	745 Arimo Drive
CITY, STATE, ZIP	Oakland, CA 94610
TELEPHONE	(510) 589-4658
EMAIL ADDRESS	chris@kingmakersofOakland.org

c. **With Copy to:**

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

- d. 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. **HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR:** If Contractor, its employees and/or subcontractors will enter a District school site or facility in connection with performance of services under this Agreement or if the Contractor, its employees and/or sub-Contractors, will be in contact with District staff, contractors, or students, then the Contractor, its employees and/or sub-Contractors, shall maintain compliance with all local and state laws, health directives, orders, guidelines and policies, including but not limited to those related to COVID-19, and District policies, as updated from time to time. All costs to comply such requirements are the Contractor's responsibility. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit. Contractor agrees that it is the Contractor's responsibility to be informed on the latest public health guidance on public health emergencies and to comply with that guidance accordingly. Where a conflict exists between this Agreement and any local or state public health order related to a current Public Health Emergency, the more restrictive guidance controls.

19. **CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS:**

a. Criminal Background Check

- 1) Prior to the commencement of services and 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, or interact with District students outside of the immediate supervision and control of the student's parents or District staff, then Contractor is required to comply with the criminal background check provisions of California Education Code § 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 or will interact with District students outside of the immediate supervision and control of the student’s parents or District staff in the performance of 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 California Education Code § 45125.1 (*citing* California Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, a controlled substance offense as defined by California Education Code § 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 § 4852.01 *et seq.* for a serious or violent felony listed under California Education Code § 45122.1.
 - 3) Contractor has the 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 will have limited contact and will not interact with District students outside of the supervision and control of student’s parents or District staff, 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 will have limited contact and will not interact with District students outside of the supervision and control of student’s parents or District staff, the District administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student interaction/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 or interact with District students outside of the immediate supervision and control of the student’s parents or District staff in the performance of 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 or will interact with District students outside of the immediate supervision and control of the student’s parents or District staff in the performance of this Agreement has been arrested or convicted of a serious or violent felony as defined by California Education Code § 45125.1 (*citing* Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, or a controlled substance offense as defined by California Education Code § 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 California Education Code §§ 45125.1 *et seq.*, and maintain compliance throughout the duration of this Agreement with District.
- 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 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 § 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 Board, 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 made 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 California State Teachers Retirement Services (“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 CalSTRS. (California Education Code §§ 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 Board, 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. Contractor shall comply with, all requirements of California law pertaining to conflicts of financial interest in contracting with public agencies. Contractor shall determine whether or not participation in a contract may constitute a conflict of interest. While the District maintains records regarding 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 shall notify the District immediately if it finds that a potential conflict may exist.
- b. Contractor certifies that it has read, understood and shall comply with conflict of interest laws and regulations, including those set forth in Board Rule and Procedure 9270: Conflict of Interest and the Appendix to Board Rule and Procedure 9270: Conflict of Interest. Contractor further certifies that it 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

- 23. NONDISCRIMINATION:** The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, Contractor shall 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 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.

24. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION:

- a. Contractor agrees that, in connection with this Agreement, the Contractor may have access to proprietary and 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 Board, 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 or in which such information is collected or received by Contractor on District's behalf 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 §§ 49073 *et seq.* 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 that permit 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 between the Parties is in place 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 with 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 similarly accessible to the general public regardless of disabilities. 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 agrees that any breach 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 § 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services (“CPS”) as required by law. (California Penal Code § 11165.7; California Penal Code §§ 11164 *et seq.*) 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 of 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, apply to any and all such subcontractors. Contractor shall be liable to District for all such subcontractors' acts or omissions relating to this Agreement, whether provided with or without the District's permission.
30. **ASSIGNMENT:** Contractor understands and agrees 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 BOARD POLICIES**: Contractor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation 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, orders, District Board Policies, and Administrative Regulations 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. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
39. **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 Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms
40. **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 Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.
41. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS:** Original copies of this Agreement shall be executed by the respective Party's authorized signatories. 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. 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.
42. **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.
43. **NO THIRD PARTY BENEFICIARIES:** District and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
44. **APPENDICES:** The Appendices set-forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference. In signing this Agreement, Contractor certifies that it will comply with all laws, regulations, and SFUSD Board Policies; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies; certifies that it does not know

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025. v.2

of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies contained herein. The Appendices are:

- a. Appendix A: Scope of Work or Services;
- b. Appendix B: Schedule of Fees; and
- c. Appendix C: Insurance Requirements.

45. STUDENT CONTACT DISCLOSURE:

<p>Will Contractor have MORE THAN LIMITED CONTACT or FREQUENT or PROLONGED CONTACT with District Students or will interact with District students outside of the supervision and control of student's parents or District staff in the performance of the Agreement? Check one:</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p><u>If YES</u>, Contractor must comply with the requirements of Sections 19 & 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 and interaction associated with the services provided under this Agreement.</i></p> <p></p> <p>Amy Baer Associate Superintendent of Human Resources</p> <p><u>9/9/2024</u> Date</p>
---	--

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the Parties hereto on the day signed below.

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025. v.2

KINGMAKERS OF OAKLAND

APPROVED:

Signed by:

BY: Christopher Chatmon
Christopher Chatmon
Chief Executive Officer

INSERT DATE SIGNED

Date

**SAN FRANCISCO UNIFIED SCHOOL
DISTRICT
HUMAN RESOURCES**

APPROVED:

BY: Amy Baer
Amy Baer

- ☒ Associate Superintendent of Human Resources
☐ Assistant Superintendent of INSERT DEPT
☐ INSERT TITLE, INSERT DEPT

9/09/2024

Date

RECOMMENDED:

BY: Amy Baer
Amy Baer
Associate Superintendent of Human Resources

9/9/2024

Date

APPROVED AS TO FORM

BY: _____
Legal Department (for contracts over bid
threshold)

INSERT DATE SIGNED

Date

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025. v.2

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.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
[] [] [] []	[] [] [] []	[] [] [] []	[] [] [] []						
or									
Employer identification number									
[] [] [] []	[] [] [] []	[] [] [] []	[] [] [] []						

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).
- 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 ►

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/tw9.pdf>)

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.

See Specific Instructions on page 3.

1

Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Kingmakers of Oakland

2

Business name/disregarded entity name, if different from above.

3a

Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor
 ☐ C corporation
 ☐ S corporation
 ☐ Partnership
 ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☒ Other (see instructions)

Non- profit

4

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b

If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

☐

5

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

745 Arimo Avenue

6

City, state, and ZIP code

Oakland, CA, 94610

7

List account number(s) here (optional)

Requester's name and address (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 I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

or

Employer identification number

38 - 4105767

Note: If the account is in more than one name, see the instructions for line 1. See also *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); and

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

Signed by: Christopher Chatman

Date 1/10/2025 | 2:26 PM PST

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X
 Form **W-9** (Rev. 3-2024)

APPENDIX A: SCOPE OF WORK/SERVICES

For services directly related to lessons (e.g., music, art, dance, garden, ecology, sex education or poetry) at schools, Contractor agrees to provide the following services to the District under the supervision of and in collaboration with classroom teacher(s). Describe how services will be provided remotely if in-person Services are not possible or practical.

I. Description of the services and deliverables (in detail), which will be provided:

- Kingmakers of Oakland will provide coaching to HR and AAALI staff on recruitment and retention of black male staff. The retention efforts will focus on the following SFUSD job classifications: paraeducators, certificated staff, and school site administrators.

- SFUSD has a partnership with City College of San Francisco to develop a pipeline of paraeducators who are being trained to be as educators. Kingmakers will also provide coaching to District staff on how to strengthen the pipeline of paraeducators looking to become teachers.

II. Description of proposed outcomes of services:

As a result of the activities we anticipate that our black male staff will have an increased sense of belonging within the District.

SFUSD black male participants who are enrolled at the City College educators pathway will be retained for the subsequent school years.

SFUSD staff will have increased capacity to lead affinity group spaces for this target demographic group.

October 2023 - June 2024

III. Description of project plan for provision of services (include specific dates of when tasks will be completed):

- Five in-person affinity group meetings will be held (October, December, February, April, and June)
- Weekly 60 minute meetings with HR, AAALI, to discuss efforts, improvements, and educator policy updates. In addition, community based organizations and university partners will also be invited to the space to share best practices regarding recruitment and retention as well. (September - June)
- Kingmakers of Oakland staff will also be present at City College of San Francisco partnership working group meetings to support in pre-para pipeline improvements (October, February, and May) 60 minutes each
- Access to Kingmakers of Oakland annual events (April).

IV. Description of where the services will be provided:

Services will be in-person at local San Francisco community spaces and any non-in person services will be conducted via Zoom

V. Description of who will provide the services (include applicable license information):

Services will be provided by Kingmakers of Oakland staff

VI. The following applies if Contractor is performing services on school or District property:

- a. **Safety and Security:** Contractor shall perform all Services so as to avoid injury or damage to any person or property by exercising all necessary safety and security precautions as may be appropriate to the nature of the Services and the conditions under which the Services are to be performed. Contractor further agrees to comply with all of the following.
- b. **Identification:** When performing Services on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor, as opposed to faculty, staff, parents, students or other members of the public. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information; and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
- c. **Sign-in required:** As required by schools and other District locations, Contractor personnel must sign into the location's main office to receive an in-school identification/visitors tag. Such individuals must display this tag on their person at all times while on District property.
- d. **No Smoking/Non-Prescription Drugs:** All District properties are tobacco-free and drug-free zones. Contractor personnel are prohibited from using any tobacco product on or immediately adjacent to District property. Contractor personnel are prohibited from using illegal drugs on District property.
- e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones. Contractor personnel are strictly prohibited from possessing on their persons or in their vehicles any weapons or firearms while on District property.
- f. **Employee Removal:** At District's request, Contractor shall immediately remove any person from all District properties in cases where the District in its sole discretion determines that removal of any such person is in the District's best interests.
- g. **District Property:** District hereby deems all information, documents, and property contained in or on District property privileged and confidential. Any removal or disclosure of any privileged and confidential materials by Contractor without express written consent of District shall be considered a material breach of this Agreement and shall be cause for immediate termination of this Agreement. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED REMOVAL OR DISCLOSURE OF PRIVILEGED AND CONFIDENTIAL MATERIALS, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

If Contractor is providing services that involve contact with students or interaction with students, services must be performed under the direct supervision, line-of-sight and in collaboration with certificated staff member. Please affirm by checking the box below:

☐ Services will be performed under direct supervision, line-of-sight and in collaboration with certificated staff

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

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025. v.2

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025. v.2

APPENDIX B: SCHEDULE OF FEES

Total Cost of the Agreement (Not to Exceed Amount) Seventeen thousand and two hundred and fifty dollars (\$17, 250).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

The rate of pay will be (Check off and complete one option):

☐ Contractor will work up to _____ days week / _____ hours per day for \$ _____ per day for up to _____ weeks

☐ Contractor will work up to _____ hours / \$ _____ per hour

☐ Contractor will work up to _____ classes. Each class will be _____ minutes/hours 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). Receipts must be attached for travel, mileage or items purchased. Reimbursements must be reasonable, must comply with the Board Policy, may not exceed the U.S. General Service Administration rates, and are subject to approval by District.

Five affinity group meetings co-facilitated by Kingmakers of Oakland - 90 minutes each - \$9,000 (This includes affinity space preparation in collaboration with SFUSD staff prior to event). Total hours of support will not exceed 450 hours. Kingmakers staff (1 person) will propose agenda, and District staff will provide recommendations on final agenda. Kingmakers staff will also support with facilitation of these events.

Two contract staff from Kingmaker of Oakland will support with collaboration efforts with City College of San Francisco - paraeducator educator pipeline. Total hours of support will not exceed 250 hours. This will be verified in the CCSF partnership working group meetings, affinity group meetings, and CCSF/HR program meetings. \$8, 250.

Protocols:

- 1) **Costs:** Must correlate payment to Contractor with provision of Services detailed in Appendix A. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.
- 2) **Compensation.** 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. The fee is not to exceed amount and is not a guarantee of total payment, as payment is owed only for Services rendered.** 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. The fee shall be paid as

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025. v.2

indicated and the rate of pay shall not be changed for the Term of the Agreement. For any rates or pricing shall remain fixed for the Term of the Agreement.

- 3) **Method of Payment:** Contractor shall submit invoices in a format approved by the District. Invoices must include the purchase order number, District site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is not permitted and will be rejected unless approved by the Procurement Department. Contractor shall submit invoices to the District via the District's authorized representative referenced in Section 17 (Notices).
 - a) 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.
- 4) **The Contractor agrees that the rates at which Contractor bills the District will be the lowest rate Contractor charges any other public entity for comparable services.**
- 5) **Invoices must include all of the following:** invoice date, contract requisition number, dates of service, detailed description of service, payment rate, total payment due, remit to address, Contractor name, and contact information.

APPENDIX C: INSURANCE REQUIREMENTS

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

I. MINIMUM SCOPE OF INSURANCE:

- a. **Commercial General Liability (“CGL”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. **Sexual Abuse & Molestation Liability (“SAM”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District’s sole discretion, if the Contractor has certified that it (i) will have no physical contact, or (ii) will have limited contact and will not interact with District Students outside of the immediate supervision and control of the student’s parents or SFUSD staff in the performance of this Agreement.
- c. **Automobile Liability (“AL”):** 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. The Parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- d. **Workers’ Compensation (“WC”):** 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.
- e. **Professional Liability (Errors and Omissions Insurance):** As appropriate to the Contractor’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.

II. REQUIRED ENDORSEMENTS

- a. **Additional Insured Status:** San Francisco Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. **Primary and Noncontributory:** With the exception of Workers’ Compensation and Professional Liability insurance, for any claims related to this contract, the Contractor’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. **Notice of Cancellation:** The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.
- d. **Waiver of Subrogation**
 - i. **The waiver of subrogation applies to CGL, SAM, AL, and WC.**

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

III. ADDITIONAL INSURANCE REQUIREMENTS

- a. **Claims Made Policies:** 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 Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- b. **Verification of Coverage:** Prior to the commencement of services pursuant to this Agreement, Contractor shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is the Contractor’s responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.
- c. **Certificate(s) of Insurance** shall include the following: Certificate Holder: San Francisco Unified School District, 135 Van Ness Avenue, Room 310, San Francisco, CA 94102. Please email insurance documents with corresponding contract to: contractinsuranceform@sfsud.edu.
- d. **Umbrella or Excess Policy:** Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (“SIRs”), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.
- e. **Acceptability of Insurers:** Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.
- f. **Broader Coverage:** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
- g. **Severability of Interest:** A severability of interest provision must apply for the additional insureds, ensuring that Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limits.
- h. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Final 2. SFUSD – Organization/Professional Services Agreement:
2024-2025, v.2

- i. **Subcontractor Insurance:** Should the Contractor use any subcontractor(s) to perform services under this Agreement, Contractor shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Contractor shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Contractor and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
- j. **District's Right to Modify Insurance Requirements:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

--end--

Purchase Order

SF UNIFIED SCHOOL DISTRICT

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

Dispatch via Print

Purchase Order	Date	Revision	Page
SFU-0000142050	08/20/2019		1
Payment Terms	Freight Terms	Ship Via	
NOW	FOB DESTINATION	COMMON	
Buyer	Phone	Currency	
CHAN, SUSAN	x1604	USD	

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

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

Vendor: 0000072320
EQUAL OPPORTUNITY SCHOOLS
130 NICKERSON ST., SUITE 200
SEATTLE, WA 98109

PHONE: 206/547-1167
Fax:

Tax Exempt? N	Tax Exempt ID:	PO Reference: 196-25K96				
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	CONSULTANT - ADMINISTRATIVE		1.00	DOL	43,600.00	43,600.00	09/19/2019

DATES OF SERVICE: 7/1/19 - 6/30/20

BOARD RESOLUTION NO: 196-25K96 & 199-10K33
APPROVAL: 6/25/19 & 9/10/19

BILL TO / SHIP TO:

AFRICAN AMERICAN ACHIEVEMENT & LEADERSHIP
555 FRANKLIN STREET
SAN FRANCISCO, CA. 94102
ATTENTION: JEREL BALDOMERO

SERVICE: EOS COLLABORATES WITH SCHOOL DISTRICTS TO INCREASE EQUITABLE ENROLLMENT IN ADVANCED PLACEMENT (AP) AND INTERNATIONAL BACCALAUREATE (IB) CLASSES, SO MORE STUDENTS CAN EXCEL.

DOLLAR AMOUNT: \$ 43,600.00

CONTACT PERSON: JEREL BALDOMERO
TELEPHONE NO: 415-241-6121

SubTotal PO Amount 43,600.00

Freight 0.00

Total PO Amount 43,600.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



BOARD APPROVED "K" RESOLUTIONS

DATE: 9/10/2019

SITE	CONSULTANT NAME	AMOUNT	APPROVAL #
KALW Radio Station	Additional services needed. AMEND 196-25K39 Shereen Adel	\$2,000.00	199-10K28
Lawton K8 Alternative School	Change/correct funding source. AMEND 195-28K41 Strategic Energy Innovations	\$0.00	199-10K29
Superintendent's Office	Funding Source change from FY2019 Accrual Setup AMEND 182-13K11; 183-6K2; 191-15K45 Kelefors Consulting, LLC	\$0.00	199-10K30
Office of Risk Managements	Additional services needed. AMEND 196-11K45 Arthur J. Gallagher Insurance Brokers of CA, Inc.	\$30,000.00	199-10K31
State & Federal Programs	Update names of Consultants. AMEND 196-11K40 Marzano Resources	\$0.00	199-10K32
Superintendent's Office – AAAL	Change funding source. AMEND 196-25K96 Equal Opportunity Schools	\$0.00	199-10K33
Special Education Services	Increase FY2018-19 funds to pay outstanding NPA/NPS invoices Accrual Setup. Amend 186-12K100 thru 196-25K107 Various NPA/NPS	\$3,878,17.07	199-10K34
Special Education Services	Increase amount from FY2018-19 funds Accrual Setup. AMEND 166-12K86 THUR 196-25K110 Bill Lane and Associates	\$12,130.10	S199-10K35
Special Education Services	Increase amount from FY2018-19 funds Accrual Setup. AMEND 1811-13K24; 191-15K37 Lindamood-Bell Learning Processes	\$15,168.00	199-10K36

SUBJECT: Consultant Services ☐ Individual ☒ Organization

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

DATE OF BOARD MEETING: September 10, 2019

AMENDMENT TO RESOLUTION(s): 196-25K96

List original and all previous amendment resolution numbers.

Explain why the amendment is needed: **Change in funding source.**
or other comments:

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

199-10K33

EOS collaborates with school districts to increase equitable enrollment in Advanced Placement (AP) and International Baccalaureate (IB) classes, so more students can excel. Equal Opportunity Schools' mission is to ensure students of all backgrounds have equal access to America's most academically intense high school programs—and particularly that low-income students and students of color have opportunities to succeed at the highest levels. The EOS partnership model is consultative, collaborative, and requires a commitment to specific and measurable results. EOS provides expertise knowledge, industry research with data analysis, and the tools and technology for partner districts to address and close their equity and achievement gaps. In Phase 1 of the partnership, EOS will provide data, coaching and action planning to ensure students of color and low income students enroll at equitable rates in Advanced Placement courses at 3 SFUSD comprehensive high schools.

Category: Program Management

Code: 16

**School Site/
and or Department:**

Superintendent's Office

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

African American Achievement and Leadership Initiative, Abraham Lincoln High School, Raoul Wallenberg High School, and George Washington High School

Original Dates of Service: July 1, 2019 - June 30, 2020

Amended Dates of Service: July 1, 2019 - June 30, 2020

Cost of this Amendment

Request: \$0.00

Funding Source(s)/Program Title:

School Site Based WSF Allocation

199-10K33 Cont. Page 2

SACS Code(s):

01-00000-2020-1110-2100-5803-757 (\$11,600) Credit

01-00000-2020-1110-2100-5803-785 \$11,600

**Cost of this
Request****a) Name of Consultant: Equal Opportunity Schools**

\$0.00

b) Evaluation: (if applicable)

\$0.00

Background**c) Original Cost Adopted** \$43,600.00**d) Previous Amendment(s) if any** \$0.00**Total Program Cost To Date** **\$43,600.00**

(Add Items a to d)

DISTRICT GOALS AND EVALUATION:**DISTRICT
GOALS:**

- ☐ Goal 1: Access & Equity – Make social justice a reality.
- ☒ Goal 2: Student Achievement – Engage high achieving and joyful learners.
- ☐ Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:

- ☒ Level I : Complete Task
- ☒ Level II : Complete Task, Provide Feedback and/or Produce Product
- ☒ Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
- ☒ Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

Equal Opportunity Schools was identified based on a referral from the SFUSD College & Career Readiness Office (now Student Learning Supports) and selected after being vetted by SFUSD high school site leaders. EOS has demonstrated impact across the country in identifying over 46,000 low-income and students of color to enroll in AP or IB courses. Districts including San Jose Unified School District and Roseville Joint Union High School District have strongly recommended EOS services.

DEGREE OF STUDENT CONTACT:

☒ Limited Contact ☐ More Than Limited Contact ☐ No Student Contact

PREPARED BY: Landon Dickey**SUBMITTED BY:** Jerel Baldomero

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

BOARD APPROVED "K" RESOLUTIONS
DATE: 6/25/2019

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

SUBJECT: Consultant Services ☐ Individual ☒ Organization

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

DATE OF BOARD MEETING: June 25, 2019

Is this a retroactive resolution? ☐ Yes ☒ No

If yes, please explain. Choose from list below

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

196-25K96

EOS collaborates with school districts to increase equitable enrollment in Advanced Placement (AP) and International Baccalaureate (IB) classes, so more students can excel. Equal Opportunity Schools' mission is to ensure students of all backgrounds have equal access to America's most academically intense high school programs—and particularly that low-income students and students of color have opportunities to succeed at the highest levels. The EOS partnership model is consultative, collaborative, and requires a commitment to specific and measurable results. EOS provides expertise knowledge, industry research with data analysis, and the tools and technology for partner districts to address and close their equity and achievement gaps. In Phase 1 of the partnership, EOS will provide data, coaching and action planning to ensure students of color and low income students enroll at equitable rates in Advanced Placement courses at 3 SFUSD comprehensive high schools.

Category: Administrative

Code: 1

School Site / Department: Superintendent's Office

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

African American Achievement and Leadership Initiative, Abraham Lincoln High School, Raoul Wallenberg High School, and George Washington High School

Dates of Service:

July 1, 2019 - June 30, 2020

Total Cost:

\$43,600.00

Funding Source(s)/Program Title:

PEEF: PROP H, Other General Uses

School Site Based WSF Allocation

SACS Code(s):

01-90554-2020-1110-2100-5803-023 \$32,000

01-00000-2020-1110-2100-5803-757 \$11,600

(Pending FY 2019-20 Budget Approval)

Name of Consultant: Equal Opportunity Schools

\$43,600.00

Evaluation:

\$0.00

Total Cost:

\$43,600.00

=====

DISTRICT GOALS AND EVALUATION:

**DISTRICT
GOALS:**

- ☐ Goal 1: Access & Equity – Make social justice a reality.
☒ Goal 2: Student Achievement – Engage high achieving and joyful learners.
☐ Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:

- ☒ Level I : Complete Task
☒ Level II : Complete Task, Provide Feedback and/or Produce Product
☒ Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
☒ Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

Equal Opportunity Schools was identified based on a referral from the SFUSD College & Career Readiness Office (now Student Learning Supports) and selected after being vetted by SFUSD high school site leaders. EOS has demonstrated impact across the country in identifying over 46,000 low-income and students of color to enroll in AP or IB courses. Districts including San Jose Unified School District and Roseville Joint Union High School District have strongly recommended EOS services.

DEGREE OF STUDENT CONTACT:

☒ Limited Contact ☐ More Than Limited Contact ☐ No Student Contact

PREPARED BY: Landon Dickey

SUBMITTED BY: Landon Dickey

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

ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contractor Contract ("Agreement" or "Contract") is dated for convenience as of the **JUNE 28, 2019**, between the **San Francisco Unified School District** ("District") and **EQUAL OPPORTUNITY SCHOOLS** ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

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

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

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

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at **AFRICAN AMERICAN ACHIEVEMENT & LEADERSHIP INITIATIVE, ABRAHAM LINCOLN HIGH SCHOOL, GEORGE WASHINGTON HIGH SCHOOL, AND WALLENBERG HIGH SCHOOL**

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **SERVICES.**

Contractor agrees to perform the services provided for in the attached **APPENDIX A** ("Scope of Work or Services").

2. **TERM; EFFECTIVE DATE.**

This Agreement shall become effective only upon approval and/or ratification by the District's Board of Education in an open, noticed meeting, proper execution by the Parties and certification by the Chief Financial Officer as to the availability of funds. The term for these Services shall commence on July 1, 2019 shall expire on June 30, 2020.

3. **COMPENSATION.**

Compensation to Contractor shall not exceed FORTY THREE THOUSAND AND SIX HUNDRED dollars (\$43,600). The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached APPENDIX B ("Schedule of Fees and Charges").

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

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

5. **DISALLOWANCE**

- a. If Contractor claims or receives payment from the District for a service that is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed

amount to the District upon the District's request. At its option, the District may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement.

- b. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal or state programs. Contractor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

6. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

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

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

7. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

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

8. RESPONSIBILITY FOR EQUIPMENT

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

9. TAXES

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

10. INDEPENDENT CONTRACTOR

- a. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees.
- b. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as the means by which such a

result is obtained. The District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees.

- c. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

11. INDEMNIFICATION

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

12. INSURANCE

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

13. LIABILITY OF DISTRICT

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

14. DEFAULT

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

15. REMEDIES

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

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

16. TERMINATION

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

17. NOTICES

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

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	AFRICAN AMERICAN ACHIEVEMENT & LEADERSHIP INITIATIVE, ABRAHAM LINCOLN HIGH SCHOOL, GEORGE WASHINGTON HIGH SCHOOL, AND WALLENBERG HIGH SCHOOL
HEAD OF SITE/DEPARTMENT	Dr. Vincent Matthews
CONTACT PERSON	Jerel Baldomero
STREET ADDRESS	555 Franklin Street
CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241-6121
EMAIL ADDRESS	BaldomeroJ@sfusd.edu

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	EQUAL OPPORTUNITY SCHOOLS
CONTACT PERSON	Sandy Zook
STREET ADDRESS	130 Nickerson St., Suite #200
CITY, STATE, ZIP	Seattle, WA, 98109

TELEPHONE	(206) 547-1167
EMAIL ADDRESS	sandy@eoschools.org

With Copy to:

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

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

18. CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS

- a. Criminal Background Check
 - 1) Throughout the term of this Agreement, if Contractor or any of its employees, agents or volunteers that Contractor hires or assigns, will have more than limited contact with SFUSD students, Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor must conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and must obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement.
 - 2) Contractor certifies that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate, shall have contact with District students under this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under Education Code Section 45122.1.
 - 3) It is the Contractor's sole responsibility to comply with the CDOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of this Agreement.
 - 4) The District will not be responsible for the costs of the criminal background checks.
 - 5) Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements.
 - 6) If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District Administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement. The District's determination shall control.
- b. Subsequent Arrest Notification
 - 1) In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement.

- District shall not be responsible for the costs associated with the subsequent arrest notifications.
- 2) Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by Education Code Section 45125.1 (citing Education Code Section 45122.1), a sexual offense as defined by Education Code Section 44010, or a controlled substance offense as defined by Education Code Section 44011, or any other offense that renders Contractor's proximity to children or services to the District inappropriate Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.
 - 3) Without limiting any other available legal remedies, failure by Contractor to comply with this Section may result in termination of this Agreement at the District's sole discretion.
- c. Contractor certifies that it will comply with all CDOJ fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., and maintain compliance throughout the duration of this Agreement with SFUSD.
 - d. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.

19. TUBERCULOSIS SCREENING REQUIREMENTS

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

20. CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT

- a. A school district is required to report post-retirement earnings to CalSTRS for retired members who perform creditable service whether the retired member was compensated as an employee of the district, independent contractor or employee of a third party.
- b. When a retired member's earnings exceed the fiscal year limitation, their retirement benefit will be reduced by the amount earned over the annual limit.
- c. The amount reduced may be equal to their monthly retirement benefit payable but shall not exceed the annual retirement benefit payable to the member.
- d. Contractor certifies that it is cognizant and fully informed of regulations regarding Postretirement Earnings Limits applicable to retirees from California State Teachers Retirement Services (CalSTRS). (California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.)
- e. **Contractor shall inform the District if owner and/or their employees it is a retired member of CalSTRS before receiving payment for services under this Agreement, and all post-retirement earnings shall be reported to CalSTRS.**

- f. Contractor shall indemnify, defend (by counsel reasonably acceptable to the District) and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any failure to adhere to CalSTRS regulations applicable to retirees Postretirement Earnings Limit.

21. CONFLICT OF FINANCIAL INTEREST

- a. It shall be Contractor's responsibility to know, and comply with, all requirements of California law pertaining Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Contractor to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.
- b. Contractor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in **Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest**.
- c. Contractor certifies that it is familiar with the provisions of set-forth in **Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270**; certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement. Please refer to the following links for the complete text of **Board Rule and Procedure 9270** and **Appendix to Board Rule and Procedure 9270**: (right click to open link)
<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGUTL477D602>
<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AWU6KM1553E4>

22. NON DISCRIMINATION

The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor's obligation to comply with **Board Policy 0410 / Nondiscrimination in District Programs and Activities**, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Contractor will provide to the District under this Agreement include the provision of services to students, Contractor further understands and agrees that, in providing such services to the District, Contractor shall comply with **Board Policy 6141 / Curriculum Development and Evaluation**, which recognizes that the District's curriculum may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. The services provided by Contractor shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, Contractor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies. Please refer to the following links for the complete text of **Board Policy 0410** and **Board Policy 6141**: (right click to open link)
<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=B4T49X7AED0E>
<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGP2W9042347>

23. PROPRIETARY INFORMATION OF DISTRICT: STUDENT INFORMATION

- a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.
- b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws otherwise permits access to confidential student information applies. **Even if access is permitted, Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.**
- c. **Use of Confidential Student Data for Program Evaluation/Studies.** Contractor's access to and use of confidential student data for purposes other than provided for under this Agreement requires **prior written approval** from the District's Office of Research, Planning and Accountability ("RPA"). Contractor must complete and submit a Research Application to RPA and if RPA approves the Research Application, Contractor must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA.
- d. Within thirty (30) days of the termination or expiration of this Agreement, if no subsequent agreement is in place between the Parties to allow Contractor to have access to the District's confidential student data, then any such data that is in the possession of Contractor shall be confidentially and securely returned to District in all forms in which the Contractor is holding such data, including, if applicable, in a computer-readable format. Once such data is received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, Contractor shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Contractor shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Contractor shall provide District with written certification that such destruction has occurred.
- e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

24. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

25. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

If Contractor will provide services at a school site and works with District students pursuant to this Agreement, Contractor is a mandated reporter of suspected child abuse or neglect under California Penal Code section 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services (CPS) as required by law. (Cal. Penal Code section 11165.7, e.g. subsections (a) (7) and (a) (8); Sections

11164 and sequential.) Contractor shall maintain copies of such reports. Contractor is requested, but is not required, to notify the District school site administrator when a CPS report has been filed.

26. OWNERSHIP OF RESULTS

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

27. AUDIT AND INSPECTION OF RECORDS

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

28. SUBCONTRACTING

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

29. ASSIGNMENT

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

30. WAIVER

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

31. DISPUTE RESOLUTION

Prior to any action or resort to any other legal remedy, District and Contractor agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any dispute that may arise concerning the performance by either Party of its obligations under this Agreement.

32. COMPLIANCE WITH LAWS

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

33. MODIFICATION OF AGREEMENT

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

34. USE OF NAME; MARKETING

Excluding a simple statement or acknowledgement that Contractor has a written agreement with the District, Contractor will not use the name, marks or logos of the District in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of

the District. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights of either Party.

35. GOVERNING LAW; VENUE

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

36. SECTION HEADINGS

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

37. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the Parties to this Agreement.

38. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

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

39. SEVERABILITY

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

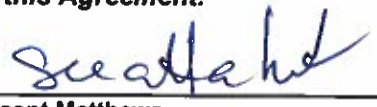
40. APPENDICES.

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

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

(Continued on next page)

41. **STUDENT CONTACT DISCLOSURE**

<p>Will Contractor have <u>MORE THAN LIMITED CONTACT</u> or <u>FREQUENT OR PROLONGED CONTACT</u> with District students in the performance of this Agreement? Check one:</p> <p><input type="checkbox"/> <u>YES</u> <input checked="" type="checkbox"/> <u>NO</u></p> <p>If <u>YES</u>, Contractor must comply with the requirements of <u>Section 18 prior</u> to Board ratification or approval.</p>	<p><i>I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.</i></p> <p></p> <p>Dr. Vincent Matthews Superintendent</p> <p>Date: INSERT DATE SIGNED</p>
--	---

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District's Board of Education on 6/28/19 KPage # 176 - 75 K 196

9/10/19

195-16K33

EQUAL OPPORTUNITY SCHOOLS

APPROVED:

BY:



Authorized Signature

Deb Merle

Interim Chief Executive Officer

Information regarding Contractor:

(✓ one and complete W-9 on following page)

Type of Business Entity:

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

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY:



INSERT NAME

- ☐ Deputy Superintendent, INSERT DEPT
☐ Chief, INSERT DEPT
☒ Assistant Superintendent, High Schools

RECOMMENDED:

BY:




Signature of Site/Dept. Administrator

Dr. Vincent Matthews


Superintendent

APPROVED AS TO FORM:

BY:


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

BY:


Contracts Office

Approved:

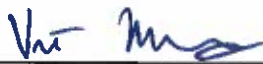


Meghan Wallace
Chief Financial Officer

6/19/19

Date

41. **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><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If YES, Contractor must comply with the requirements of Section 18 <u>prior</u> to Board ratification or approval.</p>	<p><i>I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.</i></p> <p> _____ Dr. Vincent Matthews Superintendent</p> <p>6/7/19 _____ Date: INSERT DATE SIGNED</p>
---	---

IN WITNESS WHEREOF the Parties hereto have executed this Agreement, to be effective upon approval or ratification by the District's Board of Education on _____.

EQUAL OPPORTUNITY SCHOOLS

APPROVED:

BY: _____
Authorized Signature
Niambi Clay
Chief Operating Officer

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

Type of Business Entity:

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

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: _____
INSERT NAME
☐ Deputy Superintendent, INSERT DEPT
☐ Chief, INSERT DEPT
☒ Assistant Superintendent, High Schools

RECOMMENDED:

BY: _____
Signature of Site/Dept. Administrator
Dr. Vincent Matthews
Superintendent

APPROVED AS TO FORM:

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

BY: _____
Contracts Office

TAXPAYER INFORMATION – W9

Form **W-9**
Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Please print or type
See Specific Instructions on page 3.

1. Name (As shown on your income tax return) **Name is required on this line: do not leave this line blank.**

EQUAL OPPORTUNITY SCHOOLS

2. Business name /disregarded entity name, if different from above

EQUAL OPPORTUNITY SCHOOLS

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:

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

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

☐ Other (see instructions) ▶ _____

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) _____

(Applies to accounts maintained outside the U.S.)

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

130 NICKERSON STREET, SUITE 200

6. City, state, and ZIP code

SEATTLE, WA 98109

Requester's name and address (optional)

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 I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN later.

Social security number

- -

or

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).

1. 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 ▶ *Robert Mace*

Date ▶ *4/11/19*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9, and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

--end--

APPENDIX A

SCOPE OF WORK or SERVICES

Contractor agrees to provide the following services to the District:

FALL

Goal: Student & Determine Causes of AP Course Participation Gaps

EOS Responsibilities:

- Provide resources and expertise on the impact and feasibility of closing AP/IB participation gaps while raising Advanced Placement (AP) performance, drawing on EOS' own data and experience, as well as third party research.
- Meet with Superintendent and Principal(s) and their leadership teams to develop a shared, context-specific understanding of the Collaboration and commitment to fully closing AP/IB participation gaps while raising performance.
- Meet regularly, one-on-one, with high school Principals to align the Collaboration with Principals' context and leadership
- Assist District & Principals in gaining staff support, and building an effective implementation team
- Work closely with District data liaison to identify and efficiently gather core information for the Collaboration
- Conduct comprehensive analyses of student academic records and survey results in order to develop detailed findings about the size and causes of AP/IB participation gaps

WINTER

Goal: Set Custom Strategy For Closing AP Course Participation Gaps

EOS Responsibilities:

- Present findings on size, shape, and causes of AP participation gaps
- Use deep analysis, best practices, and local leadership context to make recommendations for closing gaps
- Support development of school-specific: 1. Missing Student outreach & recruitment plans; 2. Missing Student academic support plans; 3. AP teacher professional development/support plans

SPRING

Goal: Support District Implementation of Strategy

EOS Responsibilities:

- Meet regularly with high school Principals to align Collaboration with school context and to provide coaching for recruiting Missing Students
- Work with school and District leadership to provide high-impact, student-specific analysis for outreach and recruitment
- Collaborate with the Superintendent and/or cabinet-level Designee to ensure Missing Students are added to AP courses, in line with District Strategy
- Develop interim metrics and deadlines to ensure student recruitment strategies achieve full closure of AP participation gaps

ONGOING

Goal: Sustain Participation Gap Closure & Ensure Ongoing Student Success

EOS Responsibilities:

- Provide an analysis of the first quarter of performance under the implemented plans, including an analysis of grades, retention, and client satisfaction
- Assist in developing metrics, evaluation standards, and annual AP reporting framework to board aligned with Supt's strategy
- Provide recommendations to continue growth of AP participation & success

EOS' responsibilities above will be performed by a Partnership Director assigned to the district, and other supporting members of the EOS team Partnership Directors are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (re the Collaboration), and coaching support to principals and District leadership.

District Partnership Director

- Substantial school/district leadership/coaching experience
- Highest levels of experience with AP gaps-closed schools/strategies
- 24-hour response time, and available for ongoing check-ins as requested

Other Key Sources of Expertise Provided by EOS

- An internal EOS community of practice ensures that each Partnership Director is accessing for their clients' benefit the learnings and best practices among the EOS portfolio of ~450 school & 150 district partnership in various contexts around the country.

- An EOS division of Analysts serve as experts for each of the EOS tools and analytics capabilities, including a large scale, custom-built EOS database that facilitates efficient delivery of EOS tools, as well as custom client queries.

- Supervising Partnership Directors is a Senior Program Leadership Team with many years of education, non-profit, and organizational leadership experience, including experience as Superintendent, trainer of Superintendents, Principal, district Director, non-profit CEO, and private sector management consulting.

- What services (in detail) will be provided:
- When will services begin and end:
- Where and How will services be provided:
- How many services will be provided:

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

APPENDIX B

SCHEDULE OF FEES AND CHARGES **CALCULATION OF CHARGES**

Total Cost of the Agreement (Not to Exceed Amount) FORTY THREE THOUSAND AND SIX HUNDRED dollars (\$43,600).

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

a. The District shall pay EOS as follows:

Total Per School = \$11,600

Participating High Schools are Abraham Lincoln High School, George Washington High School, and Wallenberg High School

3 x \$11,600 = \$34,800

Travel Costs = \$8,800

Total Due to Equal Opportunity Schools in 2019-2020 = \$43,600

b. Payment to EOS is due in the following intervals: \$966 per month per school for services July 2019 through June 3, 2020. Travel expenses will be reimbursed monthly.

c. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

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

1.) Compensation

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

2.) Method of Payment

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

--end--

APPENDIX C

INSURANCE REQUIREMENTS

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

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

MINIMUM SCOPE OF INSURANCE:

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

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

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

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

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

5. **Workers' Compensation** (This is required for any Contractor that has employees, regardless of the cost of services under this Agreement): as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
 - a. **Waiver of Subrogation:** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
6. **Professional Liability** (Errors and Omissions Insurance) (This is needed if the contractor holds a professional license that is regulated by the state) appropriate to the Contractor's profession, with limits no less than One Million Dollars (\$1,000,000.00) per occurrence or claim, Two Million Dollars (\$2,000,000.00) aggregate.
 - a. **Claims Made Policies** (*note –applicable only to professional liability, see below*)
 - b. If any of the required policies provide claims-made coverage:
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
 - iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date*, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of work.

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

Notice of Cancellation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

--end--



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SR

DATE (MM/DD/YYYY)

03/19/2019

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 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 Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1	
INSURED Equal Opportunity Schools 130 Nickerson Street, Ste 200 Seattle, WA 98109		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. NAIC # 18058 INSURER B: CNA Insurance Companies 20443 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	PHPK1939228	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 STOP GAP \$ Included										
	A					AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	PHPK1939228	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$					
						A					<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB664149	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
											B					WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below
A		SEXUAL ABUSE		PHPK1939228	03/22/2019											03/22/2020

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

San Francisco Unified School District, its Board, officers and employees are additional insured if required by written contract or agreement, subject to the General & Auto additional insured provision endorsement. Waiver of Subrogation applies if required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

San Francisco Unified
School District, its Board,
officers and employees
135 Van Ness Street, Room 102
San Francisco, CA 94102

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

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SR

DATE (MM/DD/YYYY)

03/19/2019

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 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 Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1	
INSURED Equal Opportunity Schools 130 Nickerson Street, Ste 200 Seattle, WA 98109		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

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 INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PHPK1939228	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY		PHPK1939228	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE					
	RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	PHPK1939228 WA STOP GAP	03/22/2019	03/22/2020	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	SEXUAL ABUSE		PHPK1939228	03/22/2019	03/22/2020	Per Occ 3,000,000
	Aggregate 3,000,000					

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

San Francisco Unified School District, its Board, officers and employees are additional insured if required by written contract or agreement, subject to the General Liability additional insured provision endorsement. Insurance is Primary & Non Contributory.

CERTIFICATE HOLDER**CANCELLATION**

San Francisco Unified School District 555 Franklin Street San Francisco, CA 94102	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

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** Is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "Investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f), or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is deleted in its entirety and replaced by the following:

"Bodily Injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Purchase Order

SF UNIFIED SCHOOL DISTRICT

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

Dispatch via Print

Purchase Order SFU-0000137435	Date 10/24/2018	Revision	Page 1
Payment Terms NOW	Freight Terms FOB DESTINATION	Ship Via COMMON	
Buyer CHAN, SUSAN	Phone x1604	Currency USD	

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

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

Vendor: 0000072320
EQUAL OPPORTUNITY SCHOOLS
130 NICKERSON ST., SUITE 200
SEATTLE, WA 98109

PHONE: 206/547-1167
Fax:

Tax Exempt? N	Tax Exempt ID:	PO Reference:	1810-9K39			
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date

1- 1	CONSULTANT - ADMINISTRATIVE SCHOOLS: ABRAHAM LINCOLN, GEORGE WASHING AND WALLENBERG HS)	1.00	DOL	44,000.00	44,000.00	11/23/2018
------	---	------	-----	-----------	-----------	------------

DATES OF SERVICE: 8/29/18 - 6/30/19

RESOLUTION NO: 1810-9K39 & 188-28K29
APPROVAL: 10/9/18 & 8/28/18

BILL TO / SHIP TO:

AFRICAN AMERICAN ACHIEVEMENT & LEADERSHIP INITIATIVE
555 FRANKLIN STREET, 3RD FLOOR
SAN FRANCISCO, CA. 94102
ATTENTION: LANDON DICKEY

=====

SERVICE: EOS COLLABORATES WITH SCHOOL DISTRICTS TO INCREASE EQUITABLE ENROLLMENT IN ADVANCED PLACEMENT (AP) AND INTERNATIONAL BACCALAUREATE (IB) CLASSES, SO MORE STUDENTS CAN EXCEL.

=====

DOLLAR AMOUNT: \$ 44,000.00

=====

CONTACT PERSON: LANDON DICKEY
TELEPHONE NO: 415-241-6121 X 1338

SubTotal PO Amount	44,000.00
Freight	0.00
Total PO Amount	44,000.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



BOARD APPROVED "K" RESOLUTIONS**DATE: 10/9/2018**

SITE	CONSULTANT NAME	AMOUNT	APPROVAL #
Special Education Services	Change or correct SACs Code. AMEND 188-14K40 Rethink Autism, Inc.	\$0.00	1810-9K37
Policy & Planning, Supt's Office	Change or correct SACs Code. AMEND 185-22K73 Aim High	\$0.00	1810-9K38
Superintendents Office, African American Achievement & Leadership Initiative	Cost change for additional services needed. AMEND 188-28K29 Equal Opportunity Schools	\$12,000.00	1810-9K39
Superintendents Office, African American Achievement & Leadership Initiative	Cost change for additional services needed. AMEND 188-28K30 Oakland Public Education Fund	\$20,000.00	1810-9K40
Legal Office	Additional/deletions of name(s)/Org.'s AMEND 186-12K130 Various Legal Firms	\$0.00	1810-9K41

K Resolution Amendment

SUBJECT: Consultant Services ☐ Individual ☒ Organization

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

DATE OF BOARD MEETING: October 9, 2018

AMENDMENT TO RESOLUTION(s): 188-28K29

List original and all previous amendment resolution numbers.

*Explain why the amendment is needed: Additions/deletions of services to students.
or other comments:*

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

1810-9K39

EOS collaborates with school districts to increase equitable enrollment in Advanced Placement (AP) and International Baccalaureate (IB) classes, so more students can excel. Equal Opportunity Schools' mission is to ensure students of all backgrounds have equal access to America's most academically intense high school programs—and particularly that low-income students and students of color have opportunities to succeed at the highest levels. The EOS partnership model is consultative, collaborative, and requires a commitment to specific and measurable results. EOS provides expertise knowledge, industry research with data analysis, and the tools and technology for partner districts to address and close their equity and achievement gaps. In Phase I of the partnership, EOS will provide data, coaching and action planning to ensure students of color and low income students enroll at equitable rates in Advanced Placement courses at 3 SFUSD comprehensive high schools.

Category: Administrative

Code: 1

School Site/
and or Department:

Superintendent's Office

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

African American Achievement and Leadership Initiative,
Abraham Lincoln High School, Raoul Wallenberg High
School, and George Washington High School

Original Dates of Service: August 29, 2018 - June 30, 2019

Amended Dates of Service: August 29, 2018 - June 30, 2019

Cost of this Amendment

Request: \$12,000.00

Funding Source(s)/Program Title:
School Site Based WSF Allocation

SACS Code(s):

01-00000-2019-1110-2100-5803-785

1810-9K39 Cont. Page 2

- a) Name of Consultant: Equal Opportunity Schools
b) Evaluation: (if applicable)

Cost of this
Request
\$12,000.00
\$0.00

<u>Background</u>	
c) Original Cost Adopted	\$32,000.00
d) Previous Amendment(s) if any	<u>\$0.00</u>
Total Program Cost To Date (Add Items a to d)	<u>\$44,000.00</u> =====

DISTRICT GOALS AND EVALUATION:

DISTRICT
GOALS:

- ☐ Goal 1: Access & Equity – Make social justice a reality.
☒ Goal 2: Student Achievement – Engage high achieving and joyful learners.
☐ Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:

- ☒ Level I : Complete Task
☒ Level II : Complete Task, Provide Feedback and/or Produce Product
☒ Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
☒ Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

Equal Opportunity Schools was identified based on a referral from the SFUSD College & Career Readiness Office (now Student Learning Supports) and selected after being vetted by SFUSD high school site leaders. EOS has demonstrated impact across the country in identifying over 46,000 low-income and students of color to enroll in AP or IB courses. Districts including San Jose Unified School District and Roseville Joint Union High School District have strongly recommended EOS services.

DEGREE OF STUDENT CONTACT:

- ☒ Limited Contact ☐ More Than Limited Contact ☐ No Student Contact

PREPARED BY: Landon Dickey

SUBMITTED BY: Landon Dickey

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

BOARD APPROVED "K" RESOLUTIONS

DATE: 8/28/2018

SITE	CONSULTANT NAME	AMOUNT	APPROVAL #
Superintendent's Office - AAALI	Equal Opportunity Schools	\$32,000.00	188-28K29
Superintendent's Office - AAALI	Oakland Public Education Fund	\$110,000.00	188-28K30
Athletic Office	Northern California Umpires Association - NCUA Baseball	\$30,000.00	188-28K31
	"K RESOLUTION AMENDMENTS"		
KALW Radio Station	Cost change or correction. AMEND 186-26K53 Eli Wirtschafter	\$1,070.00	188-28K32
KALW Radio Station	Funding source change or correction. AMEND 186-26K68 Judy Silber	\$0.00	188-28K33
KALW Radio Station	Funding source change or correction. AMEND 186-26K73 Angela Johnston	\$0.00	188-28K34
KALW Radio Station	Funding source change or correction. AMEND 186-26K80 Jenee Darden	\$0.00	188-28K35
Our Children Our Families	Dates of service change or correction. AMEND 178-22K37 Davis Associates	\$0.00	188-28K36
Marshall Elementary School	SACs Code change or correction. AMEND 1712-12K49; 185-8K10 Playworks Educational Energized	\$16,000.00	188-28K37
Special Education Services	Cost change or correction. AMEND 176-13K116; 182-13K21; 173-13K9; 184-10K29; 186-26K112 Bill Lan and Associates	\$10,461.44	188-28K38
Special Education Services	Cost change or correction. AMEND 178-22K44 The Bar Association of San Francisco	\$2,850.00	188-28K39
Special Education Services	Cost change or correction. AMEND 176-27K112, 1710-24K29; 184-10K31 Lindamod-Bell Learning Processes	\$5,292.00	188-28K40
Special Education Services	Cost change or correction. AMEND 186-26K104 City and County of SF, Dept. of Public Health, Community Behavioral Health Services (CBHS)	(\$50,000.00) Credit	188-28K41
Department of Technology	Cost change or correction. AMEND 186-26K103 eSchool Solutions	\$13,500.00	188-28K42
Student, Family and Community Support Department	Cost change or correction. AMEND 186-26K57 Cyrus Quan	\$21,000.00	188-28K43

SUBJECT: Consultant Services ☐ Individual ☒ Organization

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

DATE OF BOARD MEETING: August 28, 2018

Is this a retroactive resolution? ☐ Yes ☒ No

If yes, please explain. Choose from list below
or other comments:

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

188-28K29

EOS collaborates with school districts to increase equitable enrollment in Advanced Placement (AP) and International Baccalaureate (IB) classes, so more students can excel. Equal Opportunity Schools' mission is to ensure students of all backgrounds have equal access to America's most academically intense high school programs—and particularly that low-income students and students of color have opportunities to succeed at the highest levels. The EOS partnership model is consultative, collaborative, and requires a commitment to specific and measurable results. EOS provides expertise knowledge, industry research with data analysis, and the tools and technology for partner districts to address and close their equity and achievement gaps. In Phase I of the partnership, EOS will provide data, coaching and action planning to ensure students of color and low income students enroll at equitable rates in Advanced Placement courses at 4 SFUSD comprehensive high schools.

Category: Administrative

Code: 1

School Site / Department: Superintendent's Office

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

African American Achievement and Leadership Initiative, Galileo High School, Abraham Lincoln High School, Raoul Wallenberg High School, and George Washington High School

Dates of Service:

August 29, 2018 - June 30, 2019

Total Cost:

\$32,000.00

Funding Source(s)/Program Title:

Spark SF: Hellman Foundation

SACS Code(s):

01-90656-2019-1110-2100-5803-023

Name of Consultant: Equal Opportunity Schools

\$32,000.00

Evaluation:

\$0.00

Total Cost:

\$32,000.00
=====

188-28K29 Cont. Page 2

DISTRICT GOALS AND EVALUATION:

**DISTRICT
GOALS:**

- ☐ Goal 1: Access & Equity – Make social justice a reality.
☒ Goal 2: Student Achievement – Engage high achieving and joyful learners.
☐ Goal 3: Accountability – Keep our promises to students and families.

EVALUATION:

- ☒ Level I : Complete Task
☒ Level II : Complete Task, Provide Feedback and/or Produce Product
☒ Level III: Complete Task, Provide Feedback and/or Produce Product, and Show Evidence that Services are Successful
☒ Level IV: Complete Task, Provide Feedback and/or Produce Product, Show Evidence that Services are Successful, and Show Evidence of Transference of Skills and Capacity Building

SELECTION PROCESS:

Equal Opportunity Schools was identified based on a referral from the SFUSD College & Career Readiness Office (now Student Learning Supports) and selected after being vetted by SFUSD high school site leaders. EOS has demonstrated impact across the country in identifying over 46,000 low-income and students of color to enroll in AP or IB courses. Districts including San Jose Unified School District and Roseville Joint Union High School District have strongly recommended EOS services.

DEGREE OF STUDENT CONTACT:

- ☒ Limited Contact ☐ More Than Limited Contact ☐ No Student Contact

PREPARED BY: Landon Dickey

SUBMITTED BY: Landon Dickey

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

SERVICES AGREEMENT FOR ORGANIZATIONS

This Services Agreement for Organizations ("Agreement" as defined below), dated for convenience **September 27, 2018**, is entered into by and between **Equal Opportunity Schools** (hereinafter "Contractor") and the San Francisco Unified School District (hereinafter "District" or "SFUSD").

RECITALS

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

Whereas, Contractor represents itself able and, for a consideration, willing to perform the services for/at **African American Achievement & Leadership Initiative, Abraham Lincoln High School, George Washington High School, and Wallenberg High School**.

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

A. TERM: EFFECTIVE DATE

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

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

B. SERVICES CONTRACTOR AGREES TO PERFORM

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

C. COMPENSATION

Compensation to Contractor shall not exceed **forty-four thousand dollars (\$44,000.00)**. The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached **Appendix B ("Calculation of Charges")**. Contractor shall submit invoices for services rendered to the District within thirty (30) days of service provision. Contractor shall furnish invoices in a form acceptable to the District. All amounts paid by the District to the Contractor shall be subject to audit by the District. Upon receipt of an acceptable invoice for payment, payment shall be made in a reasonable time upon approval by the District Site or Department Head, in his or her sole discretion that the services, set forth in **Section B ("Services Contractor Agrees to Perform")** of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. Such payment shall be made to the address specified in Section D ("Notice to the Parties"). If the District and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement in accordance with **Section 27 ("Modification of Agreement")** of the General Terms and Conditions and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. **In no event shall the District be liable for interest or late charges for late payments.**

D. NOTICE TO PARTIES

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

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	African American Achievement & Leadership Initiative, Abraham Lincoln High School, George Washington High School, and Wallenberg High School.
HEAD OF SITE/DEPARTMENT	Landon Dickey
CONTACT PERSON	Landon Dickey
STREET ADDRESS	555 Franklin Street, 3 rd Floor, SF, CA, 94102
CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241-6121 EXT. 1338
EMAIL ADDRESS	DickeyL@sfusd.edu

NOTICE TO THE DISTRICT CONTRACT OFFICE:

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

NOTICE TO THE CONTRACTOR:

CONTRACTOR	Equal Opportunity Schools
CONTACT PERSON	Sandy Zook
STREET ADDRESS	130 Nickerson St, Suite #200
CITY, STATE, ZIP	Seattle, WA 98109
TELEPHONE	(206) 547-1167
EMAIL ADDRESS	sandy@eoschools.org

PARTY SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement per Board of Education Resolution approved on the following date [See attached **Approved Board of Education 'K-Resolution'**.]

#:
& 188-28K29
& 1810-9K39
8/28/18
& 10/9/18

Equal Opportunity Schools
APPROVED:

BY: N. Clay
Authorized Signature
Niambi Clay
Chief Operating Officer

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: R. Madhavan 10/24/18
Reeta Madhavan
Chief Financial Officer

APPROVED AS TO FORM:

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

REVIEWED:

BY: [Signature] 10/22/18
Contracts Office

RECOMMENDED:

BY: [Signature]
Signature of Site/Dept. Administrator
Landon Dickey
Special Assistant to the Superintendent

APPENDIX A

SCOPE OF WORK [or DESCRIPTION OF SERVICES]

Part I. Services details:

1. Pursuant to this Agreement, will Contractor perform services on-site at a school site or sites?

☐ NO

☒ YES. If YES, are services to be performed during the school day?

☐ NO

☒ YES

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

FALL

Goal: Student & Determine Causes of AP Course Participation Gaps

EOS Responsibilities:

- Provide resources and expertise on the impact and feasibility of closing AP/IB participation gaps while raising Advanced Placement (AP) performance, drawing on EOS' own data and experience, as well as third party research.
- Meet with Superintendent and Principal(s) and their leadership teams to develop a shared, context-specific understanding of the Collaboration and commitment to fully closing AP/IB participation gaps while raising performance.
- Meet regularly, one-on-one, with high school Principals to align the Collaboration with Principals' context and leadership
- Assist District & Principals in gaining staff support, and building an effective implementation team
- Work closely with District data liason to identify and efficiently gather core information for the Collaboration
- Conduct comprehensive analyses of student academic records and survey results in order to develop detailed findings about the size and causes of AP/IB participation gaps

WINTER

Goal: Set Custom Strategy For Closing AP Course Participation Gaps

EOS Responsibilities:

- Present findings on size, shape, and causes of AP participation gaps
- Use deep analysis, best practices, and local leadership context to make recommendations for closing gaps
- Support development of school-specific: 1. Missing Student outreach & recruitment plans; 2. Missing Student academic support plans; 3. AP teacher professional development/support plans

SPRING

Goal: Support District Implementation of Strategy

EOS Responsibilities:

- Meet regularly with high school Principals to align Collaboration with school context and to provide coaching for recruiting Missing Students
- Work with school and District leadership to provide high-impact, student-specific analysis for outreach and recruitment
- Collaborate with the Superintendent and/or cabinet-level Designee to ensure Missing Students are added to AP courses, in line with District Strategy

- Develop interim metrics and deadlines to ensure student recruitment strategies achieve full closure of AP participation gaps

ONGOING

Goal: Sustain Participation Gap Closure & Ensure Ongoing Student Success

EOS Responsibilities:

- Provide an analysis of the first quarter of performance under the implemented plans, including an analysis of grades, retention, and client satisfaction
- Assist in developing metrics, evaluation standards, and annual AP reporting framework to board aligned with Supt's strategy
- Provide recommendations to continue growth of AP participation & success

EOS' responsibilities above will be performed by a Partnership Director assigned to the district, and other supporting members of the EOS team Partnership Directors are responsible for managing client relationships and EOS deliverables, as well as providing project management, strategic planning (re the Collaboration), and coaching support to principals and District leadership.

District Partnership Director

- Substantial school/district leadership/coaching experience
- Highest levels of experience with AP gaps-closed schools/strategies
- 24-hour response time, and available for ongoing check-ins as requested

Other Key Sources of Expertise Provided by EOS

- An internal EOS community of practice ensures that each Partnership Director is accessing for their clients' benefit the learnings and best practices among the EOS portfolio of ~450 school & 150 district partnership in various contexts around the country.
- An EOS division of Analysts serve as experts for each of the EOS tools and analytics capabilities, including a large scale, custom-built EOS database that facilitates efficient delivery of EOS tools, as well as custom client queries.
- Supervising Partnership Directors is a Senior Program Leadership Team with many years of education, non-profit, and organizational leadership experience, including experience as Superintendent, trainer of Superintendents, Principal, district Director, non-profit CEO, and private sector management consulting.

Appendix B
Calculation of Charges

Total Cost of the Agreement (Not to Exceed Amount): forty-four thousand dollars (\$44,000.00).

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

COSTS & PAYMENTS

a. The District shall pay EOS as follows:

Total Per School = \$12,000

Participating High Schools are Abraham Lincoln High School, George Washington High School, and Wallenberg High School

$3 \times \$12,000 = \$36,000$

Travel Costs = \$8,000

Total Due to Equal Opportunity Schools in 2018-2019: \$44,000


b. Payment to EOS is due in the following intervals: Fifty percent (\$22,000) by October 26, 2018, twenty-five percent (\$11,000) by December 21 and the remaining twenty-five percent (\$11,000) by February 15, 2019.

c. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

Appendix B
Calculation of Charges
(CONTINUED)

To Be Completed by District Staff Recommending this Agreement:

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

September 27, 2018 Date	 SIGNATURE of Site/Department Administrator
	Landon Dickey Special Assistant to the Superintendent


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

YES / NO (Circle one.)

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

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

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

September 27, 2018 Date	 SIGNATURE of Name of Site/Department Administrator
	Landon Dickey Special Assistant to the Superintendent

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

Request for Taxpayer Identification Number and Certification

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

Please print or type
See Specific Instructions on page 2.

Name (As shown on your income tax return) Name is required on this line; do not leave this line blank.
EQUAL OPPORTUNITY SCHOOLS

Business name /disregarded entity name, if different from above
Equal Opportunity Schools

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

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

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

☐ Other (see instructions) ▶ _____

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) _____
(Applies to accounts maintained outside the U.S.)

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

130 NICKERSON STREET, SUITE 200

City, state, and ZIP code

SEATTLE, WA 98109

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

Employer identification number

3 7 - 1 6 0 9 6 5 9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of
U.S. person ▶ *N. Clay*

Date ▶ *Oct. 12, 2018*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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

Purpose of Form

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

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

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

Page 1 of 4 – (refer to <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for pages 2 - 4)

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

To be completed by Contractor:




Name of Independent Contractor *:	Equal Opportunity Schools
Services to be performed under the Agreement*:	Student & Determine Causes of AP Course Participation Gaps
Schools/Locations where services are being performed*:	African American Achievement & Leadership Initiative, Abraham Lincoln High School, George Washington High School, and Wallenberg High School.
Total amount to be paid by the District Under this Agreement not to exceed*:	\$44,000.00
Term of Agreement*:	FY 2018-2019

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

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

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

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

	<u>Oct. 12, 2018</u>		<u>10/15/18</u>		<u>10/16/18</u>
Contractor Signature	Date	Administrator Signature	Date	SLT Member Signature	Date
Niambi Clay		Landon Dickey		Kevin M. Truitt	
Print name of Signatory		Print name of Administrator		Print name of Superintendent's Leadership Team Member	

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

To be completed by Contractor:

Name of Contractor*:	EQUAL OPPORTUNITY SCHOOLS
Services to be performed under the Agreement*:	STUDENT & DETERMINE CAUSES OF AP COURSE PARTICIPATION GAPS
Schools/Locations where services are being performed*:	African American Achievement & Leadership Initiative, Abraham Lincoln High School, George Washington High School, and Wallenberg High School.
Total amount to be paid by the District Under this Agreement not to exceed*:	\$44,000.00
Term of Agreement*:	FY 2018-2019

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

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

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

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

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

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

NAME Contractor's employees (or owners) who are retirees from CAL STRS.	DATE on which such individual retired under CAL STRS
Dave Marken	June 30, 2016

Certification by Contractor:

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

N. Clay Oct 12, 2018
Contractor's Signature DATE

Niambi Clay
Print Name of Signatory

For SFUSD Office Use Only:

Received by: [Signature]
(SFUSD staff initials)

Date received: 10-27-18

GENERAL CONDITIONS TO SERVICES AGREEMENT FOR ORGANIZATIONS

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

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

2. CONTRACT EVALUATION FEE

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

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

3. DISALLOWANCE

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

4. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES

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

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

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

5. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

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

6. QUALIFIED PERSONNEL

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

7. RESPONSIBILITY FOR EQUIPMENT

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

8. TAXES

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

9. INDEPENDENT CONTRACTOR

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

10. INSURANCE

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

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

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

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

11. INDEMNIFICATION

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

12. LIABILITY OF DISTRICT

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

13. DEFAULT; REMEDIES

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

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

14. TERMINATION

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

15. CONFLICT OF INTEREST

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

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

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

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

16. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION

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

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

17. OWNERSHIP OF RESULTS

All documents created for SFUSD using data provided by SFUSD and pursuant to the Agreement shall, unless expressly provided otherwise in writing, be owned by SFUSD. Upon the termination or expiration of the Agreement, any and all finished or unfinished documents and other materials produced by Seller using data provided by SFUSD and pursuant to the Agreement shall, at the request of SFUSD, be turned over to SFUSD, including, but not limited to all information covered under Section 16 of this Agreement. Any technical knowledge, intellectual property, or information of Seller which Seller shall have disclosed or may hereafter disclose to SFUSD shall remain the property of Seller, and Seller retains all rights to this knowledge, property and information.

18. AUDIT AND INSPECTION OF RECORDS

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

19. SUBCONTRACTING

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

20. ASSIGNMENT

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

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

- a. The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Contractor will provide to the District under this Agreement include the provision of services to students, Contractor further understands and agrees that, in providing such services to the District, Contractor shall adhere to Board Policy 6141, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. In the event that controversial issues are discussed or presented during the course and scope of Contractor's services under this Agreement, Contractor agrees topics shall be relevant to the student activity and shall be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view. Contractor further understands and agrees that it will not disseminate to students any information, in any form, which reflects adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- b. Contractor hereby represents and affirms that it is Contractor's policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
- c. Contractor agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

22. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION

- a. Criminal Background Check
 - 1) Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor will conduct criminal background checks through the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, and will obtain subsequent arrest notification (as below), for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement. Contractor shall ensure that no Contractor employee, agent or volunteer shall have contact with District students pursuant to this Agreement if he or she has been convicted of a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011. Contractor shall ensure that no Contractor employee, agent or volunteer who has been convicted of a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011 will have more than limited contact with District students pursuant to this Agreement. This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.
 - 2) The District will not be responsible for the costs of the criminal background checks.
 - 3) As written certification of its compliance with the criminal background check requirements and subsequent arrest notification requirements (as below) for all Contractor employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement, Contractor shall complete and submit to the District the

- Criminal Background Check/Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED). Contractor shall list all such employees, agents or volunteers by name and date of criminal background check clearance on the CBC/TB form, or via attachment, as provided for in said CBC/TB form.
- 4) Throughout the term of this Agreement, for any Contractor employees, agents or volunteers that Contractor hires or assigns subsequent to Contractor's initial submission of the CBC/TB form to District, and who will have more than limited contact with District students pursuant to this Agreement, Contractor will comply with the provisions of this Section including without limitation conducting background checks and obtaining subsequent arrest notification (as below), and submitting additional CBC/TB forms to District.
 - 5) The criminal background check requirements, and subsequent arrest notification requirements (as below), apply only to Contractor's employees, agents or volunteers will have more than limited contact with District students pursuant to this Agreement. Contractor's employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check and subsequent arrest notification requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students by checking the "no contact" box on the CBC/TB form, the Superintendent's Leadership Team -level Administrator supervising this Agreement will have the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students. The District's determination shall control.
- b. Subsequent Arrest Notification
- 1) In addition to the initial criminal background check, Contractor will obtain from CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have more than limited contact with District students pursuant to this Agreement. District shall not be responsible for the costs associated with the subsequent arrest notifications.
 - 2) Upon receipt of notice that any of its employees, agents, or volunteers who will have more than limited contact with District students pursuant to this Agreement has been arrested or convicted of a serious or violent felony as defined by EC 45125.1 (citing EC 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense as defined by EC 44011, Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Contractor will immediately notify the District of such arrest.
- c. Without limiting any other available legal remedies, Failure by Contractor to comply with this Section may result in termination of this Agreement at the District's sole discretion.

23. TUBERCULOSIS TESTING

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

contact with students. The District's determination shall control.

- e. Contractor shall ensure that only its employees, agents or volunteers who have submitted to and passed a tuberculosis clearance, and for whom a CBC/TB form has been submitted to the District, shall have frequent or prolonged contact with students under this Agreement. Contractor will maintain on file in Contractor's offices current documentation that each of its employees, agents or volunteers who will have frequent or prolonged contact with students hereunder meets tuberculosis clearance requirements.

24. WAIVER

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

25. DISPUTE RESOLUTION

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

26. COMPLIANCE WITH LAWS

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

27. MODIFICATION OF AGREEMENT

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

28. USE OF NAME; MARKETING

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

29. GOVERNING LAW; VENUE

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

30. SECTION HEADINGS

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

31. ENTIRE AGREEMENT

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

32. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

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

binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

33. SEVERABILITY

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

34. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

35. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SR

DATE (MM/DD/YYYY)

10/26/2018

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

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

PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1	
INSURED Equal Opportunity Schools 130 Nickerson Street, Ste 200 Seattle, WA 98109		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. INSURER B: CNA Insurance Companies INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 20443	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		PHPK1768729	03/22/2018	03/22/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		PHPK1768729	03/22/2018	03/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB615633	03/22/2018	03/22/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 4 30730987 CA	05/26/2018	05/26/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	A SEXUAL ABUSE			PHPK1768729	03/22/2018	03/22/2019	Per Occ 3,000,000 Aggregate 3,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) San Francisco Unified School District, its Board, officers and employees are additional insured if required by written contract or agreement, subject to the General & Auto additional insured provision endorsement. Waiver of Subrogation applies if required by written contract or agreement.						

CERTIFICATE HOLDER**CANCELLATION**

San Francisco Unified School District, its Board, officers and employees 135 Van Ness Street, Room 102 San Francisco, CA 94102	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
---	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – Includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance, Paragraph b. Excess Insurance
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES, COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d.

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$15,000, or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

(2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

- (2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
 - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or
 - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
 - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

1. SECTION III – LIMITS OF INSURANCE, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
 - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
 - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. SECTION V – DEFINITIONS is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance – Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance** - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. **Excess Insurance** - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **OTHER INSURANCE**, Paragraph b. **Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:
2. SECTION V – DEFINITIONS, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 8. Transfer of Rights of Recovery Against Others To Us:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY. Subsection 2. Exclusions, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED,** Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS:**

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.



INVOICE

Kingmakers of Oakland

745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofoakland.org

INVOICE #: INV-00068
REFERENCE #: 900-03-145-2024
DATE: 03/28/2024
DUE DATE: 03/28/2024

TOTAL AMOUNT: \$200.00
TOTAL DUE: \$200.00

BILL TO: San Francisco Unified School District

DESCRIPTION / MEMO	AMOUNT
Kingmakers of Oakland Spring Symposium - April 25 - 27, 2024 Attendee(s): Taron Smith, SFUSD Early Education Department SFUSD Reference No. 900-03-145-2024	\$200.00
TOTAL AMOUNT:	\$200.00

Kingmakers of Oakland
745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofoakland.org

TOTAL DUE: \$200.00

AMOUNT ENCLOSED:

CUSTOMER ID - NAME: DONOR-00017 - San Francisco Unified School District
INVOICE #: INV-00068

BILL TO: San Francisco Unified School District

CHECK PAYABLE TO: Kingmakers of Oakland
745 Arimo Ave
Oakland, CA 94610

ACH PAYMENT TO: Community Bank of the Bay
180 Grand Avenue, Suite #120
Oakland, CA 94612
Bank routing number: [REDACTED]
Bank account number: [REDACTED]



INVOICE

Kingmakers of Oakland

745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofoakland.org

INVOICE #: INV-00069
REFERENCE #:
DATE: 04/03/2024
DUE DATE: 04/03/2024

TOTAL AMOUNT: \$1,000.00
TOTAL DUE: \$1,000.00

BILL TO: San Francisco Unified School District

DESCRIPTION / MEMO	AMOUNT
Kingmakers of Oakland Spring Symposium - April 25 - 27, 2024 Attendee(s): Laticia Erving; Joshay Jones; Bobby Pope; Glenn Bell; Mauricha Robinson; Ashley Carey San Francisco Unified School District (SFUSD) - African American Achievement & Leadership Initiative (AAALI)	\$1,000.00
TOTAL AMOUNT:	\$1,000.00

Kingmakers of Oakland
745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofoakland.org

TOTAL DUE: \$1,000.00

AMOUNT ENCLOSED:

CUSTOMER ID - NAME: DONOR-00017 - San Francisco Unified School District
INVOICE #: INV-00069

BILL TO: San Francisco Unified School District

CHECK PAYABLE TO: Kingmakers of Oakland
745 Arimo Ave
Oakland, CA 94610

ACH PAYMENT TO: Community Bank of the Bay
180 Grand Avenue, Suite #120
Oakland, CA 94612
Bank routing number: [REDACTED]
Bank account number: [REDACTED]



INVOICE

Kingmakers of Oakland

745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofoakland.org

INVOICE #: INV-00089
REFERENCE #:
DATE: 08/01/2024
DUE DATE: 08/01/2024

TOTAL AMOUNT: \$28,312.50
TOTAL DUE: \$28,312.50

BILL San Francisco Unified School District
TO:

DESCRIPTION / MEMO	AMOUNT
Kingmakers of Oakland and San Francisco Unified School District - African American Achievement & Leadership Initiative (AAALI) Contract Term: 8/19/24 - 6/30/25 Contract Cost: \$151,000 - 25% Partner Legacy Discount (\$37,750) = \$113,250 Service Delivery: Kingmakers of Oakland to provide executive coaching to AAALI leaders, instructional professional development to Mastering Cultural Identity educators, access to culturally responsive curriculum, and technical assistance for family partnership activities. Invoice 1 of 4	\$28,312.50
TOTAL AMOUNT:	\$28,312.50

Kingmakers of Oakland
745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofoakland.org

TOTAL DUE: \$28,312.50

AMOUNT ENCLOSED:

CUSTOMER ID - NAME: DONOR-00017 - San Francisco Unified School District
INVOICE #: INV-00089

BILL San Francisco Unified School District
TO:

CHECK Kingmakers of Oakland
PAYABLE 745 Arimo Ave
TO: Oakland, CA 94610

ACH Community Bank of the Bay
PAYMENT 180 Grand Avenue, Suite #120
TO: Oakland, CA 94612
Bank routing number: [REDACTED]
Bank account number: [REDACTED]



INVOICE

Kingmakers of Oakland

745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofoakland.org

INVOICE #: INV-00101
REFERENCE #:
DATE: 08/08/2024
DUE DATE: 08/08/2024

TOTAL AMOUNT: \$28,312.50
TOTAL DUE: \$28,312.50

BILL San Francisco Unified School District
TO:

DESCRIPTION / MEMO	AMOUNT
Kingmakers of Oakland and San Francisco Unified School District - African American Achievement & Leadership Initiative (AAALI) Contract Term: 8/19/24 - 6/30/25 Contract Cost: \$151,000 - 25% Partner Legacy Discount (\$37,750) = \$113,250 Service Delivery: Kingmakers of Oakland to provide executive coaching to AAALI leaders, instructional professional development to Mastering Cultural Identity educators, access to culturally responsive curriculum, and technical assistance for family partnership activities. Invoice 2 of 4	\$28,312.50
TOTAL AMOUNT:	\$28,312.50

Kingmakers of Oakland
745 Arimo Ave
Oakland, CA 94610
finance@kingmakersofoakland.org

TOTAL DUE: \$28,312.50

AMOUNT ENCLOSED:

CUSTOMER ID - NAME: DONOR-00017 - San Francisco Unified School District
INVOICE #: INV-00101

BILL San Francisco Unified School District
TO:

CHECK Kingmakers of Oakland
PAYABLE 745 Arimo Ave
TO: Oakland, CA 94610

ACH Community Bank of the Bay
PAYMENT 180 Grand Avenue, Suite #120
TO: Oakland, CA 94612
Bank routing number: [REDACTED]
Bank account number: [REDACTED]

Purchase Order

SF UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT
135 VAN NESS AVENUE, ROOM 310
SAN FRANCISCO CA 94102
Office - 415-241-6468
Fax - 415-241-6487

Dispatch via Print

Purchase Order SFU-0000153102	Date 10/29/2021	Revision	Page 1
Payment Terms NOW	Freight Terms FOB DESTINATION	Ship Via COMMON	
Buyer CHAN, SUSAN	Phone x1604	Currency USD	

Ship To: AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

Bill To: AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

Vendor: 0000076994
KINGMAKERS OF OAKLAND
745 ARIMO AVE
OAKLAND, CA 94610

PHONE:
Fax:

Tax Exempt? N	Tax Exempt ID:	PO Reference: 0000038473
Line-Sch	Item/Description	Mfg ID

			Quantity	UOM	PO Price	Extended Amt	Due Date
--	--	--	-----------------	------------	-----------------	---------------------	-----------------

1- 1	Kingmakers of Oakland 21-22	1.00	DOL	160,000.00	160,000.00	10/29/2021
	Attn: Cheryl A Desanti					

DATE OF SERVICE: 11/1/21 - 6/1/22
BOARD APPROVAL: 10/26/21

SERVICE: KINGMAKERS OF OAKLAND WILL RPROVIDE ACCESS TO THE FULL SUITE OF CULTURALLY RESPONSIVE CURRICULUM INCLUDING AND NOT LIMITED TO "MASTERING OUR CULTURAL IDENTITY: AFRICAN AMERICAN MALE IMAGE" COURSE AT TWELVE (12) SITES. CARVER ES, DREW ES, VIS VALLEY ES, BESSIE CARMIAHEL K-8, PAUL REVERE K-8, STARR KING ES, MLK MS, PRESIDIO MS, VIS VALLEY MS, WILLIE BROWN MS, CIVIC CENTER HS AND MISSION HS.

=====

DOLLAR AMOUNT: \$160,000.00

=====

CONTACT PERSON: CHERYL DESANTI
TELEPHONE NO: 415-241-6121
EMAIL: DESANTIC@SFUSD.EDU

SubTotal PO Amount 160,000.00

Freight 0.00

Total PO Amount 160,000.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contract ("Agreement" or "Contract") is dated for convenience as of **SEPTEMBER 9, 2021**, between the **San Francisco Unified School District** ("District") and **KINGMAKERS OF OAKLAND** ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

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

WHEREAS, 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 **INSERT NUMBER** and issued on **INSERT DATE**, 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 **AFRICAN AMERICAN ACHIEVEMENT LEADERSHIP INITIATIVE (AAALI)**.

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 **NOVEMBER 1, 2021** shall expire on **JUNE 1, 2022** *unless terminated earlier pursuant to the terms of this Agreement.*

3. **COMPENSATION**

Compensation to Contractor shall not exceed **ONE HUNDRED SIXTY THOUSAND** dollars (\$160,000.00). *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, prejudgment interest.
- e. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District's payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the District, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

17. NOTICES

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

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	AFRICAN AMERICAN ACHIEVEMENT LEADERSHIP INITIATIVE (AAALI).
HEAD OF SITE/DEPARTMENT	SILINDRA MCRAY
CONTACT PERSON	CHERYL DESANTI
STREET ADDRESS	555 FRANKLIN STREET, 3 RD FLOOR
CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241-6121
EMAIL ADDRESS	DESANTIC@SFUSD.EDU

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	KINGMAKERS OF OAKLAND
CONTACT PERSON	CHRISTOPHER P. CHATMON
STREET ADDRESS	745 ARIMO AVENUE
CITY, STATE, ZIP	OAKLAND, CA 94610
TELEPHONE	(510) 589-4658
EMAIL ADDRESS	CHRIS@KINGMAKERSOFOAKLAND.ORG

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

Will Contractor have **MORE THAN LIMITED CONTACT or FREQUENT OR PROLONGED CONTACT** with District students in the performance of this Agreement?
Check one:

☐ **YES**

☒ **NO**

If **YES**, Contractor must comply with the requirements of **Sections 18, 19 and 20** prior to Board ratification or approval.

I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.

Silindra McRay Digitally signed by Silindra McRay
Date: 2021.09.10 17:09:20 -0700

**SILINDRA MCRAY
DIRECTOR**

Date: _____

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

KINGMAKERS OF OAKLAND

APPROVED:

BY: Christopher P. Chatmon
Authorized Signature
CHRIS P. CHATMON
CHIEF EXECUTIVE OFFICER

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: Jill Hoogendyk Digitally signed by Jill Hoogendyk
Date: 2021.09.10 17:09:42 -0700

JILL HOOGENDYK

- ☐ Deputy Superintendent,
☒ Chief, CHIEF OF STAFF
☐ Assistant Superintendent,

RECOMMENDED:

BY: Silindra McRay Digitally signed by Silindra McRay
Date: 2021.09.10 17:09:59 -0700

Signature of Site/Dept. Administrator
SILINDRA MCRAY
DIRECTOR

TAXPAYER INFORMATION – W9Form **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.**
KINGMAKERS OF OAKLAND

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:☐ Individual/sole proprietor or single-member LLC☐ 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.

☒ Other (see instructions) ▶ **NON-PROFIT**

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

745 ARIMO AVENUE

6. City, state, and ZIP code

OAKLAND, CA 94610

7. List account number(s) here (optional)

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) _____

(Applies to accounts maintained outside the U.S.)

Requester's name and address (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*.

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.

Social security number

or

Employer identification number

 - **Part II Certification****Under penalties of perjury, I certify that:**

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).
- 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
HereSignature of
U.S. person ▶*Christopher P. Chatmon*

Date ▶ 9/9/21

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:

INSERT HERE A DETAILED SCOPE OF WORK AND DESCRIPTION OF SERVICES, INCLUDING ANY DELIVERABLES REQUIRED BY THIS AGREEMENT (see list below):

PROVIDING TRAINING AND PROFESSIONAL DEVELOPMENT OPPORTUNITIES FOR SFUSD FACILITATORS
Kingmakers of Oakland supports Facilitators' capacity to learn, assess, and teach our African and African American centered curriculum. Our dedicated staff of trainers utilizes the 8:1 facilitator to trainer ratio to provide both individualized and large group support in the areas of (1) curriculum development (2) lesson planning (3) classroom engagement strategies (4) authentic assessment and (5) engaging with Black male students in a culturally relevant and responsive manner. This training occurs in the following ways:

Kingmakers of Oakland will provide access to the full suite of Culturally Responsive Curriculum including and not limited to "Mastering Our Cultural Identity: African American Male Image" course at twelve (12) sites: Carver ES, Drew ES, Vis Valley ES, Bessie Carmichael K-8, Paul Revere K-8, Starr King ES, MLK MS, Presidio MS, Vis Valley MS, Willie Brown MS, Civic Center HS and Mission HS.

The consultant will provide a specialized online curriculum (that fosters and enhances a sense of self-esteem for students who have been historically underserved), customized for the unique instructional model, training of all staff including ongoing virtual observations and coaching. All curriculum and support is done virtually via Zoom and google hangout/google classroom/google meet. Staff are given instructional support via webinar sessions and support discussions, monthly professional development learning for facilitators for each of the twelve sites as well as access to larger instructional monthly support.

The detailed services will include:

Provision of the contractor's suite of Culturally Responsive curriculum including, "Mastering Our Cultural Identity: African American Male Image", to twelve Elementary, Middle and High School sites, with the curriculum tailored to the Elementary, Middle and High School students. The curriculum will include unit plans, content referenced in unit plans, and any other associated materials that instructors will need to implement the curriculum.

Professional Development for the twelve selected instructors from each site for the course. Professional Development will include a weeklong orientation, and the monthly Professional Learning Communities hosted by Kingmakers of Oakland from November 2021 to May 2022.

The training occurs in the following ways:

PLC - Each Facilitator participates in a Professional Learning Community (PLC) comprised of their in-district peers. The SFUSD PLC will meet twice monthly, both virtually and in person as dictated by the current state of our pandemic response. These two-hour meetings are themed, supporting the pedagogical growth and socioemotional health of our Facilitators. (4 hours/mo; 36 hours total)

VLC - Each Facilitator also participates in a Virtual Learning Community (VLC). These are teams of five to seven Facilitators that are grouped strategically by grade level taught and teaching experience. VLCs also combine Facilitators from multiple Kingmakers districts, providing a variety of perspectives on Facilitating for that grade level. VLCs meet virtually twice monthly to engage in pedagogical seminars. The theme for 2021-22 is "Assessment". Our training staff creates exercises that guide them through learning about and how to craft formative, summative and authentic assessments for their Kings. (2 hours/mo; 18 hours total)

Coaching - Facilitators in SFUSD will receive weekly coaching sessions. These one-hour workshops provide Facilitators with immediate help planning, teaching, and assessing their students. They also receive coaching on the

MDP rituals and rites that define our Kingmakers classes. These sessions are facilitated by the training staff on a rotating basis. (4-5 hours/mo; 36-40 hours total)

All Facilitator Training - SFUSD Facilitators attend the virtual KOO Facilitator Training, held in the Fall of 2021. These daily, five-hour sessions include workshops, discussion, activities and assignments to prepare them for teaching this school year.

In addition:

1. Kingmakers of Oakland will provide access to the full suite of Culturally Responsive Curriculum to the twelve SFUSD schools for the 21/22 Academic School Year. The consultant will provide a specialized online curriculum (that fosters and enhances a sense of self-esteem for students who have been historically underserved), customized for the unique instructional model, training of all staff including ongoing virtual observations and coaching. All curriculum and support is done virtually via Zoom and Google hangout/Google classroom/Google meet. Staff are given instructional support via webinar session and support discussions, monthly professional learning for facilitators for each of the twelve sites as well as access to larger instructional monthly support.

2. Professional Development for up to 12 instructors from each site for the course. Professional Development will include access to monthly training hosted by Kingmakers of Oakland through 2021-2022 school year. Prorated amount for items 1 and 2 = \$140,000.00.

Facilitator PD Hourly Rates for Staff

Director of Curriculum and Training \$55.00

Strategic Advisor \$95.00

Facilitator Training Advisor \$50.00

Curriculum Writer & Coordinator \$35.00

CEO \$125.00

ESTIMATED HOURS (includes prep and service delivery hours):

Chris x 10 hours/month x 4 months = \$5000 per semester

Uma x 15 hours/month x 4 months = \$2100 per semester

Sean x 20 hours/month x 4 months = \$4000 per semester

Baayan x 40 hours/month x 4 months = \$15,200 per semester

Maurice x 40 hours/month x 4 months = \$8800 per semester

= \$35,100

We are offering a 15% discount and capping the total amount at \$30,000 per semester

3. Advisor for iLab Design Work Phase 1 - November 2021: Identify and train the team representing the following schools: Visitacion Valley MS, Willie Brown MS, Starr King ES and (Black Male students) tbd = \$20,000.00.

iLab Hourly Rates

Director of Curriculum and Training \$55.00

Curriculum Writer & iLab Coordinator \$35.00

CEO & iLab Advisor \$125.00

Youth Engagement Consultant \$25

Youth Engagement Consultant \$25

ESTIMATED HOURS:

Chris x 10 hours/month x 12 months = \$15,000

Uma x 20 hours/month x 12 months = \$8,400

Kahlil x 20 hours/month x 12 months = \$6,000

Jonathan x 20 hours/month x 12 months = \$6,000

Maurice x 20 hours/month x 12 months = \$13,200

= \$48,600

We are offering a significant discounted rate of 60% capping the total amount of \$20,000 for the year

ALL CURRICULUM AND SUPPORT IS DONE VIRTUALLY VIA ZOOM AND GOOGLE HANGOUT/CLASSROOM/MEET.

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) INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars (\$INSERT CONTRACT DOLLAR AMOUNT IN NUMBERS).

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

\$80,000 - PAYABLE UPON APPROVAL OF CONTRACT TO RECEIVE ACCESS TO THE CURRICULUM FOR MARTIN LUTHER KING, JR. MS, WILLIE L. BROWN, JR. MS, VISITACION VALLEY MS, PRESIDIO MS, CIVIC CENTER HS AND JUNE JORDAN HS.

\$30,000 - PAYABLE ON OR AFTER NOVEMBER 5 FOR NOVEMBER 2021 - DECEMBER 2021 CYCLE OF PROFESSIONAL DEVELOPMENT FOR 12 INSTRUCTORS

\$30,000 - PAYABLE ON OR AFTER JANUARY 6, 2022 FOR JANUARY 2022 - MAY 2022 CYCLE OF PROFESSIONAL DEVELOPMENT FOR 12 INSTRUCTORS

KOO Advisor(s) for iLab Design Work Phase 1 - Identify and Train the Team representing the following schools: Vis Valley MS, Willie Brown MS, Starr King and (Black Male students) TBD = \$20,000

IN SUMMARY:

- CURRICULUM FOR 12 SITES: \$80,000
- PROFESSIONAL DEVELOPMENT NOVEMBER 2021 - DECEMBER 2021: \$30,000
- PROFESSIONAL DEVELOPMENT JANUARY 2022 - MAY 2022: \$30,000
- ILAB ADVISOR DESIGN: \$20,000.00

TOTAL NOT TO EXCEED AMOUNT: \$160,000

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.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2021-2022.v.1

- 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.

Purchase Order

SF UNIFIED SCHOOL DISTRICT

PROCUREMENT DEPARTMENT
135 VAN NESS AVENUE, ROOM 310
SAN FRANCISCO CA 94102
Office - 415-241-6468
Fax - 415-241-6487

Vendor: 0000076994
KINGMAKERS OF OAKLAND
745 ARIMO AVE
OAKLAND, CA 94610

PHONE:
Fax:

CHANGE ORDER

Dispatch via Print

Purchase Order	Date	Revision	Page
SFU-0000153102	10/29/2021	2 - 02/15/2022	1
Payment Terms	Freight Terms	Ship Via	
NOW	FOB DESTINATION	COMMON	
Buyer	Phone	Currency	
CHAN, SUSAN	x1604	USD	

Ship To: SUPERINTENDENT'S OFFICE
555 FRANKLIN STREET, ROOM 300
SAN FRANCISCO CA 94102
United States

Bill To: AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

Tax Exempt	Item	Quantity	UOM	PO Price	Extended Amt	Due Date
1	AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI	1.00	DOL	160,000.00	160,000.00	10/29/2021

Ship To: 023
AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

DATE OF SERVICE: 11/1/21 - 6/1/22
BOARD APPROVAL: 10/26/21

2-	1	Negate 90795 org 760	1.00	DOL	- 10,000.00	-10,000.00	02/15/2022
		Attn: Cheryl A Desanti					
		Ship To: 010					
		SUPERINTENDENT'S OFFICE					
		555 FRANKLIN STREET, ROOM 300					
		SAN FRANCISCO CA 94102					
		United States					
3-	1	Add new SACS Code	1.00	DOL	10,000.00	10,000.00	02/15/2022
		Attn: Cheryl A Desanti					
		Ship To: 010					
		SUPERINTENDENT'S OFFICE					
		555 FRANKLIN STREET, ROOM 300					
		SAN FRANCISCO CA 94102					
		United States					

SERVICE: KINGMAKERS OF OAKLAND WILL RPROVIDE ACCESS TO THE FULL SUITE OF CULTURALLY RESPONSIVE CURRICULUM INCLUDING AND NOT LIMITED TO "MASTERING OUR CULTURAL IDENTITY: AFRICAN AMERICAN MALE IMAGE" COURSE AT TWELVE (12) SITES. CARVER ES, DREW ES, VIS VALLEY ES, BESSIE CARMIAACHEL K-8, PAUL REVERE K-8, STARR KING ES, MLK MS, PRESIDIO MS, VIS VALLEY MS, WILLIE BROWN MS, CIVIC CENTER HS AND MISSION HS.

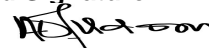
=====

DOLLAR AMOUNT: \$160,000.00
=====

CONTACT PERSON: CHERYL DESANTI
TELEPHONE NO: 415-241-6121
EMAIL: DESANTIC@SFUSD.EDU

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



Purchase Order

SF UNIFIED SCHOOL DISTRICT

PROCUREMENT DEPARTMENT
135 VAN NESS AVENUE, ROOM 310
SAN FRANCISCO CA 94102
Office - 415-241-6468
Fax - 415-241-6487

Vendor: 0000076994
KINGMAKERS OF OAKLAND
745 ARIMO AVE
OAKLAND, CA 94610

PHONE:
Fax:

CHANGE ORDER

Dispatch via Print

Purchase Order SFU-0000153102	Date 10/29/2021	Revision 2 - 02/15/2022	Page 2
Payment Terms NOW	Freight Terms FOB DESTINATION	Ship Via COMMON	
Buyer CHAN, SUSAN	Phone x1604	Currency USD	

Ship To: SUPERINTENDENT'S OFFICE
555 FRANKLIN STREET, ROOM 300
SAN FRANCISCO CA 94102
United States

Bill To: AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

Tax Exempt? N **Tax Exempt ID:** **PO Reference:** 0000038473

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------	----------	-----	----------	--------------	----------

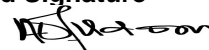
SubTotal PO Amount 160,000.00

Freight 0.00

Total PO Amount 160,000.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contract ("Agreement" or "Contract") is dated for convenience as of **SEPTEMBER 9, 2021**, between the **San Francisco Unified School District** ("District") and **KINGMAKERS OF OAKLAND** ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

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

WHEREAS, 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 **INSERT NUMBER** and issued on **INSERT DATE**, 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 **AFRICAN AMERICAN ACHIEVEMENT LEADERSHIP INITIATIVE (AAALI)**.

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 **NOVEMBER 1, 2021** shall expire on **JUNE 1, 2022** *unless terminated earlier pursuant to the terms of this Agreement.*

3. **COMPENSATION**

Compensation to Contractor shall not exceed **ONE HUNDRED SIXTY THOUSAND** dollars (\$160,000.00). *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, prejudgment interest.
- e. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District's payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the District, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

17. NOTICES

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

NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	AFRICAN AMERICAN ACHIEVEMENT LEADERSHIP INITIATIVE (AAALI).
HEAD OF SITE/DEPARTMENT	SILINDRA MCRAY
CONTACT PERSON	CHERYL DESANTI
STREET ADDRESS	555 FRANKLIN STREET, 3 RD FLOOR
CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241-6121
EMAIL ADDRESS	DESANTIC@SFUSD.EDU

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	KINGMAKERS OF OAKLAND
CONTACT PERSON	CHRISTOPHER P. CHATMON
STREET ADDRESS	745 ARIMO AVENUE
CITY, STATE, ZIP	OAKLAND, CA 94610
TELEPHONE	(510) 589-4658
EMAIL ADDRESS	CHRIS@KINGMAKERSOFOAKLAND.ORG

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

Will Contractor have **MORE THAN LIMITED CONTACT or FREQUENT OR PROLONGED CONTACT** with District students in the performance of this Agreement?
Check one:

☐ **YES**

☒ **NO**

If **YES**, Contractor must comply with the requirements of **Sections 18, 19 and 20** prior to Board ratification or approval.

I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.

Silindra McRay Digitally signed by Silindra McRay
Date: 2021.09.10 17:09:20 -0700

**SILINDRA MCRAY
DIRECTOR**

Date: _____

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

KINGMAKERS OF OAKLAND

APPROVED:

BY: Christopher P. Chatmon
Authorized Signature
CHRIS P. CHATMON
CHIEF EXECUTIVE OFFICER

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: Jill Hoogendyk Digitally signed by Jill Hoogendyk
Date: 2021.09.10 17:09:42 -0700

JILL HOOGENDYK

- ☐ Deputy Superintendent,
☒ Chief, CHIEF OF STAFF
☐ Assistant Superintendent,

RECOMMENDED:

BY: Silindra McRay Digitally signed by Silindra McRay
Date: 2021.09.10 17:09:59 -0700

Signature of Site/Dept. Administrator
SILINDRA MCRAY
DIRECTOR

TAXPAYER INFORMATION – W9Form **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.
KINGMAKERS OF OAKLAND

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:

☐ Individual/sole proprietor or single-member LLC☐ 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.

☒ Other (see instructions) ▶ **NON-PROFIT**

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

745 ARIMO AVENUE

6. City, state, and ZIP code

OAKLAND, CA 94610

7. List account number(s) here (optional)

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) _____

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

 -

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:**

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).
- 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
HereSignature of
U.S. person ▶*Christopher P. Chatmon*Date ▶ **9/9/21****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:

INSERT HERE A DETAILED SCOPE OF WORK AND DESCRIPTION OF SERVICES, INCLUDING ANY DELIVERABLES REQUIRED BY THIS AGREEMENT (see list below):

PROVIDING TRAINING AND PROFESSIONAL DEVELOPMENT OPPORTUNITIES FOR SFUSD FACILITATORS
Kingmakers of Oakland supports Facilitators' capacity to learn, assess, and teach our African and African American centered curriculum. Our dedicated staff of trainers utilizes the 8:1 facilitator to trainer ratio to provide both individualized and large group support in the areas of (1) curriculum development (2) lesson planning (3) classroom engagement strategies (4) authentic assessment and (5) engaging with Black male students in a culturally relevant and responsive manner. This training occurs in the following ways:

Kingmakers of Oakland will provide access to the full suite of Culturally Responsive Curriculum including and not limited to "Mastering Our Cultural Identity: African American Male Image" course at twelve (12) sites: Carver ES, Drew ES, Vis Valley ES, Bessie Carmichael K-8, Paul Revere K-8, Starr King ES, MLK MS, Presidio MS, Vis Valley MS, Willie Brown MS, Civic Center HS and Mission HS.

The consultant will provide a specialized online curriculum (that fosters and enhances a sense of self-esteem for students who have been historically underserved), customized for the unique instructional model, training of all staff including ongoing virtual observations and coaching. All curriculum and support is done virtually via Zoom and google hangout/google classroom/google meet. Staff are given instructional support via webinar sessions and support discussions, monthly professional development learning for facilitators for each of the twelve sites as well as access to larger instructional monthly support.

The detailed services will include:

Provision of the contractor's suite of Culturally Responsive curriculum including, "Mastering Our Cultural Identity: African American Male Image", to twelve Elementary, Middle and High School sites, with the curriculum tailored to the Elementary, Middle and High School students. The curriculum will include unit plans, content referenced in unit plans, and any other associated materials that instructors will need to implement the curriculum.

Professional Development for the twelve selected instructors from each site for the course. Professional Development will include a weeklong orientation, and the monthly Professional Learning Communities hosted by Kingmakers of Oakland from November 2021 to May 2022.

The training occurs in the following ways:

PLC - Each Facilitator participates in a Professional Learning Community (PLC) comprised of their in-district peers. The SFUSD PLC will meet twice monthly, both virtually and in person as dictated by the current state of our pandemic response. These two-hour meetings are themed, supporting the pedagogical growth and socioemotional health of our Facilitators. (4 hours/mo; 36 hours total)

VLC - Each Facilitator also participates in a Virtual Learning Community (VLC). These are teams of five to seven Facilitators that are grouped strategically by grade level taught and teaching experience. VLCs also combine Facilitators from multiple Kingmakers districts, providing a variety of perspectives on Facilitating for that grade level. VLCs meet virtually twice monthly to engage in pedagogical seminars. The theme for 2021-22 is "Assessment". Our training staff creates exercises that guide them through learning about and how to craft formative, summative and authentic assessments for their Kings. (2 hours/mo; 18 hours total)

Coaching - Facilitators in SFUSD will receive weekly coaching sessions. These one-hour workshops provide Facilitators with immediate help planning, teaching, and assessing their students. They also receive coaching on the

MDP rituals and rites that define our Kingmakers classes. These sessions are facilitated by the training staff on a rotating basis. (4-5 hours/mo; 36-40 hours total)

All Facilitator Training - SFUSD Facilitators attend the virtual KOO Facilitator Training, held in the Fall of 2021. These daily, five-hour sessions include workshops, discussion, activities and assignments to prepare them for teaching this school year.

In addition:

1. Kingmakers of Oakland will provide access to the full suite of Culturally Responsive Curriculum to the twelve SFUSD schools for the 21/22 Academic School Year. The consultant will provide a specialized online curriculum (that fosters and enhances a sense of self-esteem for students who have been historically underserved), customized for the unique instructional model, training of all staff including ongoing virtual observations and coaching. All curriculum and support is done virtually via Zoom and Google hangout/Google classroom/Google meet. Staff are given instructional support via webinar session and support discussions, monthly professional learning for facilitators for each of the twelve sites as well as access to larger instructional monthly support.

2. Professional Development for up to 12 instructors from each site for the course. Professional Development will include access to monthly training hosted by Kingmakers of Oakland through 2021-2022 school year. Prorated amount for items 1 and 2 = \$140,000.00.

Facilitator PD Hourly Rates for Staff

Director of Curriculum and Training \$55.00

Strategic Advisor \$95.00

Facilitator Training Advisor \$50.00

Curriculum Writer & Coordinator \$35.00

CEO \$125.00

ESTIMATED HOURS (includes prep and service delivery hours):

Chris x 10 hours/month x 4 months = \$5000 per semester

Uma x 15 hours/month x 4 months = \$2100 per semester

Sean x 20 hours/month x 4 months = \$4000 per semester

Baayan x 40 hours/month x 4 months = \$15,200 per semester

Maurice x 40 hours/month x 4 months = \$8800 per semester

= \$35,100

We are offering a 15% discount and capping the total amount at \$30,000 per semester

3. Advisor for iLab Design Work Phase 1 - November 2021: Identify and train the team representing the following schools: Visitacion Valley MS, Willie Brown MS, Starr King ES and (Black Male students) tbd = \$20,000.00.

iLab Hourly Rates

Director of Curriculum and Training \$55.00

Curriculum Writer & iLab Coordinator \$35.00

CEO & iLab Advisor \$125.00

Youth Engagement Consultant \$25

Youth Engagement Consultant \$25

ESTIMATED HOURS:

Chris x 10 hours/month x 12 months = \$15,000

Uma x 20 hours/month x 12 months = \$8,400

Kahlil x 20 hours/month x 12 months = \$6,000

Jonathan x 20 hours/month x 12 months = \$6,000

Maurice x 20 hours/month x 12 months = \$13,200

= \$48,600

We are offering a significant discounted rate of 60% capping the total amount of \$20,000 for the year

ALL CURRICULUM AND SUPPORT IS DONE VIRTUALLY VIA ZOOM AND GOOGLE HANGOUT/CLASSROOM/MEET.

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) INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars (\$INSERT CONTRACT DOLLAR AMOUNT IN NUMBERS).

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

\$80,000 - PAYABLE UPON APPROVAL OF CONTRACT TO RECEIVE ACCESS TO THE CURRICULUM FOR MARTIN LUTHER KING, JR. MS, WILLIE L. BROWN, JR. MS, VISITACION VALLEY MS, PRESIDIO MS, CIVIC CENTER HS AND JUNE JORDAN HS.

\$30,000 - PAYABLE ON OR AFTER NOVEMBER 5 FOR NOVEMBER 2021 - DECEMBER 2021 CYCLE OF PROFESSIONAL DEVELOPMENT FOR 12 INSTRUCTORS

\$30,000 - PAYABLE ON OR AFTER JANUARY 6, 2022 FOR JANUARY 2022 - MAY 2022 CYCLE OF PROFESSIONAL DEVELOPMENT FOR 12 INSTRUCTORS

KOO Advisor(s) for iLab Design Work Phase 1 - Identify and Train the Team representing the following schools: Vis Valley MS, Willie Brown MS, Starr King and (Black Male students) TBD = \$20,000

IN SUMMARY:

- CURRICULUM FOR 12 SITES: \$80,000
- PROFESSIONAL DEVELOPMENT NOVEMBER 2021 - DECEMBER 2021: \$30,000
- PROFESSIONAL DEVELOPMENT JANUARY 2022 - MAY 2022: \$30,000
- ILAB ADVISOR DESIGN: \$20,000.00

TOTAL NOT TO EXCEED AMOUNT: \$160,000

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.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2021-2022.v.1

- 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.

Purchase Order

SF UNIFIED SCHOOL DISTRICT

PROCUREMENT DEPARTMENT
135 VAN NESS AVENUE, ROOM 310
SAN FRANCISCO CA 94102
Office - 415-241-6468
Fax - 415-241-6487

Dispatch via Print

Purchase Order	Date	Revision	Page
SFU-0000164116	10/25/2023		1
Payment Terms	Freight Terms	Ship Via	
NOW	FOB DESTINATION	COMMON	
Buyer	Phone	Currency	
CHAN, SUSAN	x1604	USD	

Ship To: AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

Bill To: AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

Vendor: 0000076994
KINGMAKERS OF OAKLAND
745 ARIMO AVE
OAKLAND, CA 94610

PHONE:
Fax:

BOARD MEETING -- 12/12/2023

Tax Exempt? N	Tax Exempt ID:	PO Reference: 0000049965
Line-Sch	Item/Description	Mfg ID

			Quantity	UOM	PO Price	Extended Amt	Due Date
--	--	--	-----------------	------------	-----------------	---------------------	-----------------

1- 1	KOO Contract		1.00	DOL	108,400.00	108,400.00	10/25/2023
	Attn: Laticia Errie De Erving						

DATE OF SERVICE: 9/22/23 - 6/30/24

SERVICE: KINGMAKERS OF OAKLAND WILL PROVIDE AAALI WITH THE IMPLEMENATION OF A PROGRAM TO SUPPORT SFUSD LEADERSHIP TO MOVE FROM A SENSE OF AWARENESS AND CONCERN TO COMPREHENSIVE EQUITY CONSCIOUSNESS.

=====

DOLLAR AMOUNT: \$108,400.00

=====

CONTACT PERSON: LATICIA ERVING

TELEPHONE NO: 415-241-6121

EMAIL: ERVINGL@SFUSD.EDU

SubTotal PO Amount 108,400.00

Freight 0.00

Total PO Amount 108,400.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



ORGANIZATION/PROFESSIONAL SERVICES AGREEMENT

This Contract (“Agreement” or “Contract”) is dated for convenience as of **SEPTEMBER 22, 2023**, between the **San Francisco Unified School District** (“District”) and **KINGMAKERS OF OAKLAND** (“Contractor”). The District and Contractor may be individually referred to herein as a “Party,” or collectively referred to herein as the “Parties.”

RECITALS

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

WHEREAS, California Public Contract Code §§ 20111 *et seq.*, authorizes the District to purchase equipment, materials, or supplies up to the annually adjusted bid threshold amount (currently, \$109,300) without formal bidding;

WHEREAS, pursuant to California Government Code § 53060, 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 strengthen the instruction capacity of SFUSD’s Mastering Cultural Identity facilitators to provide high quality, culturally responsive learning environments for students, while also increasing engagement and leadership development of SFUSD youth to improve conditions and systems for the success of African American students, as detailed herin;

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at **AFRICAN AMERICAN ACHIEVEMENT AND LEADERSHIP INITIATIVE (AAALI)**

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 and when the performance of such services remotely is comparable to the in-person provision of such services. 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**: The term for these Services shall commence on **SEPTEMBER 22, 2023** and shall expire on **JUNE 30, 2024** (the “Term”), unless terminated earlier pursuant to the terms of this Agreement. The District, in its sole discretion, shall have two (2) options to extend the Term of this Agreement for a period or periods of up to one (1) year each. The maximum term of this Agreement shall not exceed three (3) years. This Agreement shall become effective only upon proper execution by the Parties; certification as to the availability of funds; and approval or

ratification by the District's Board of Education in an open, noticed meeting. The District has no obligation to renew or extend this Agreement after expiration of its Term.

3. **COMPENSATION:** Compensation to Contractor shall not exceed ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED dollars (\$108,400). **The not to exceed amount is the maximum amount of compensation due to 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" :).
- 4.
5. **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 or stated in any approved amendment.
 - c. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated.
 - d. 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 United States Government, State of California or any other grantors, 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. Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Contractor acknowledges that this certification of eligibility to receive federal or state funds is a material term of this Agreement.
6. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Contractor agrees to comply with and is subject to the California False Claims Act (Government Code §§ 12650 *et seq.*), including treble damages and penalties as set forth in the operative statutory provision at the time of any violation.
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:** 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. 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. 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 California Education Code § 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 (10) 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. Contractor expressly understands and agrees that in an event of default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all of 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. Contractor further understands and agrees that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
 - c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
 - d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
 - e. Within thirty (30) days of 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 1) given in writing; 2) personally delivered or mailed, by prepaid, certified mail, overnight courier; or 3) electronic mail transmission (including portal document format) with “read receipt” requested to the Party to whom such notice or communication is directed, to the email address or regularly-monitored electronic mail address of such Party as follows:

a. NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	African American Achievement and Leadership Initiative
HEAD OF SITE/DEPARTMENT	Laticia Erving
CONTACT PERSON	Laticia Erving
STREET ADDRESS	555 Franklin Street
CITY, STATE, ZIP	San Francisco, CA 94124
TELEPHONE	(415) 241-6121
EMAIL ADDRESS	ervingl@sfusd.edu

a.

b. NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	KingMakers of Oakland
CONTACT PERSON	Chris Chatmon
STREET ADDRESS	745 Arimo Avenue
CITY, STATE, ZIP	Oakland, CA 94610
TELEPHONE	510-589-4658
EMAIL ADDRESS	chris@kingmakersofOakland.org

b.

- c. **With Copy to:**
San Francisco Unified School District
Procurement Department
135 Van Ness Street, Room 310
San Francisco, CA 94102
contract@sfusd.edu

- d. 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. **HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR:** If Contractor, its employees and/or subcontractors will enter a District school site or facility in connection with performance of services under this Agreement or if the Contractor, its employees and/or sub-Contractors, will be in contact with District staff, contractors, or students, then the Contractor, its employees and/or sub-Contractors, shall maintain compliance with all local and state laws, health directives, orders, guidelines and policies, including but not limited to those related to COVID-19, and District policies, as updated from time to time. All costs to comply such requirements are the Contractor's responsibility. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit. Contractor agrees that it is the Contractor's responsibility to be informed on the latest public health guidance on public health emergencies and to comply with that guidance accordingly. Where a conflict exists between this Agreement and any local or state public health order related to a current Public Health Emergency, the more restrictive guidance controls.

19. **CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS:**

- a. Criminal Background Check
 - 1) Prior to the commencement of services and 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, or interact with District students outside of the immediate supervision and control of the student's parents or District staff, then Contractor is required to comply with the criminal background check provisions of California Education Code § 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 or will interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of 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 California Education Code § 45125.1 (*citing* California Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, a controlled substance offense as defined by California Education Code § 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 § 4852.01 *et seq.* for a serious or violent felony listed under California Education Code § 45122.1.

- 3) Contractor has the 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 will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, 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 will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, the District administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student interaction/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 or interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of 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 or will interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of this Agreement has been arrested or convicted of a serious or violent felony as defined by California Education Code § 45125.1 (*citing* Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, or a controlled substance offense as defined by California Education Code § 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 California Education Code §§ 45125.1 *et seq.*, and maintain compliance throughout the duration of this Agreement with District.

- 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 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 § 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 Board, 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 made 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 California State Teachers Retirement Services (“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.
- a. Contractor certifies that it is cognizant and fully informed of regulations regarding postretirement earnings limits applicable to retirees from CalSTRS. (California Education Code §§ 22714, 24114, 24116, 24214, 24214.5 and 24215.)
- b. **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.**
- c. Contractor shall indemnify, defend (by counsel reasonably acceptable to the District) and hold harmless the District and its Board, 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.

18. CONFLICT OF FINANCIAL INTEREST:

- a. Contractor shall comply with, all requirements of California law pertaining to conflicts of financial interest in contracting with public agencies. Contractor shall determine whether or not participation in a contract may constitute a conflict of interest. While the District maintains records regarding 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 shall notify the District immediately if it finds that a potential conflict may exist.
- b. Contractor certifies that it has read, understood and shall comply with conflict of interest laws and regulations, including those set forth in Board Rule and Procedure 9270: Conflict of Interest and the Appendix to Board Rule and Procedure 9270: Conflict of Interest. Contractor further certifies that it 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

- 23. NONDISCRIMINATION:** The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, Contractor shall 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 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.

19. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION:

- a. Contractor agrees that, in connection with this Agreement, the Contractor may have access to proprietary and 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 Board, 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 or in which such information is collected or received by Contractor on District's behalf 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 §§ 49073 *et seq.* 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 that permit 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 between the Parties is in place 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 with 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 similarly accessible to the general public regardless of disabilities.

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 agrees that any breach 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 § 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services (“CPS”) as required by law. (California Penal Code § 11165.7; California Penal Code §§ 11164 *et seq.*) 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 of 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, apply to any and all such subcontractors. Contractor shall be liable to District for all such subcontractors' acts or omissions relating to this Agreement, whether provided with or without the District's permission.
30. **ASSIGNMENT:** Contractor understands and agrees 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 BOARD POLICIES:** Contractor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation 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, orders, District Board Policies, and Administrative Regulations 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 Appendices 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 Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.
40. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS:** Original copies of this Agreement shall be executed by the respective Party's authorized signatories. 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. 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; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies contained herein. The Appendices are:
- a. Appendix A: Scope of Work or Services;
 - b. Appendix B: Schedule of Fees; and
 - c. Appendix C: Insurance Requirements.
20. **STUDENT CONTACT DISCLOSURE:**

agreement when one or more counterparts have been signed by each of the Parties and delivered to the other. 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; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies contained herein. The Appendices are:
- a. Appendix A: Scope of Work or Services;
 - b. Appendix B: Schedule of Fees; and
 - c. Appendix C: Insurance Requirements.
43. **STUDENT CONTACT DISCLOSURE:**

Will Contractor have MORE THAN LIMITED CONTACT or FREQUENT or PROLONGED CONTACT with District Students or will interact with District students outside of the supervision and control of student's parents or District staff in the performance of the Agreement? *Check one:*

YES

X NO

If YES, Contractor must comply with the requirements of Sections 19 & 20 prior to Board ratification or approval.

I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact and interaction associated with the services provided under this Agreement.



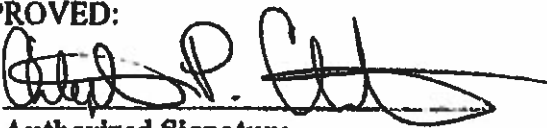
**LATICIA ERVING, DIRECTOR
AFRICAN AMERICAN ACHIEVEMENT AND
LEADERSHIP INITIATIVE (AAALI)**

Date: August 8, 2023

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the Parties hereto on the day signed below.

**SAN FRANCISCO UNIFIED SCHOOL
DISTRICT**

APPROVED:

BY: 

Authorized Signature
CHRISTOPHER P. CHATMON
CHIEF EXECUTIVE OFFICER

DATE SIGNED

Date

APPROVED:

BY: 

MARIN TRUJILLO
HEAD OF STAFF, SFUSD

DATE SIGNED

Date

RECOMMENDED:

BY: 

LATICIA ERVING, DIRECTOR
AFRICAN AMERICAN ACHIEVEMENT AND
LEADERSHIP INITIATIVE (AAALI)

DATE SIGNED

Date: 8/8/2023

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kingmakers of Oakland

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

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.

☒ Other (see instructions) ► **Non-Profit**

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
745 Arimo Ave

6 City, state, and ZIP code
Oakland, CA 94610

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 I, 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.

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.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	8	-	4	1	0	5	7	6	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► Chris Chatman Date ► 1/9/2023 | 9:45 AM PST

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 employer 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.

APPENDIX A: SCOPE OF WORK/SERVICES

For services directly related to lessons (e.g., music, art, dance, garden, ecology, sex education or poetry) at schools, Contractor agrees to provide the following services to the District under the supervision of and in collaboration with classroom teacher(s): Describe how services will be provided remotely if in-person Services are not possible or practical.

I. Description of the services and deliverables (in detail), which will be provided:

Kingmakers of Oakland will provide AAALI with the implementation of a program to support SFUSD Leadership to move from a sense of awareness and concern to comprehensive equity consciousness. The goals are to:

Access to Curriculum

Kingmakers of Oakland will provide access to the full suite of Culturally Responsive Curriculum including and not limited to the Mastering Our Cultural Identity (MCI) course at fourteen (14) sites. All curriculum and support are done virtually (i.e., Zoom, Google Hangouts, Google Classroom, and Google Meet). Staff will be given instructional support via webinar lessons and support discussions, monthly professional learning for facilitators for each of the 14 sites as well as access to larger instructional monthly support. Kingmakers' curriculum draws on contemporary youth culture to support students as they explore their cultural identity options, learn how to manage their emotions, channel personal will, develop a positive sense of purpose in their roles in family and community. Kingmakers will provide access to marketing and communication materials that can be adapted by SFUSD to use for promotion of the class. Kingmakers will provide a specialized online curriculum (that fosters and enhances a sense of self-esteem for students who have been historically underserved), customized for the unique instructional model, training of all staff including ongoing virtual observations and coaching.

Professional Development

Our dedicated staff of trainers utilizes the 8:1 facilitator-to-trainer ratio to provide both individualized and large-group support in the areas of: (1) curriculum development; (2) lesson planning; (3) classroom engagement strategies; (4) authentic assessment, and (5) engaging with Black students in a culturally relevant and responsive manner. PD will be conducted via monthly PLC in two phases: September - December 2023 and January - May 2024. Hours can be equally distributed throughout the 9 months or adjusted to meet specific needs of each Facilitator or district leaders. Total hours provided should not exceed 100 hours.

- a. Fall Intensive Training- Lead planning, design, and execution/facilitation of all training workshops, material development and preview of accessible curriculum for all MCI teachers (including YPAR), AAALI Staff and added partners.
- b. Facilitator Professional Learning Community (PLC)- The SFUSD PLC will meet once monthly, both virtually and in person as dictated by the current state of our pandemic response. Kingmakers staff will provide in-person feedback, coaching, resources support with lesson planning; classroom culture; review data and assessments; routines and rituals; pedagogy; classroom engagement strategies; differentiated instruction; assessment and evaluation. These two-hour meetings are themed and aimed at supporting the pedagogical growth and socioemotional health of our SFUSD Facilitators.
- c. Facilitators in SFUSD will receive weekly virtual and monthly PLC coaching sessions. These one hour workshops provide Facilitators with immediate help planning, teaching and assessing their students. They also receive coaching on the MCI rituals and routines that define our Kingmakers classes. These sessions are facilitated by the training staff on a rotating basis.

Leadership Consulting

Kingmakers' service delivery team will provide up to 12 hours of consulting on a variety of systems change strategies from implementation and facilitator support, logistics management, school leadership support to help build will for equity leadership and systems transformation.

Family and Community Engagement

Kingmakers will lead planning and co-design activities for 4 school- and community-based events in collaboration with SFUSD AAALI/MCI staff in addition to supporting community outreach. KOO will also co-host four community events: Back to School (Fall), Kings in the Making (Fall/Winter), Student Showcase (Spring), Crowning Ceremony (Spring)

*All curriculum and support will be conducted virtually (Zoom, Google Classroom, and Google Meet).

II. Description of timeline for provision of services:

SEPTEMBER 22-JUNE 30, 2023

III. Description of where the services will be provided:

IN-PERSON TRAININGS AND COMMUNITY ENGAGEMENT EVENTS WILL OCCUR AT A RESERVED COMMUNITY SPACE LOCATIONS

IV. Description of where the services will be provided if not in-person:

ALL PROFESSIONAL LEARNING COMMUNITY SESSIONS AND CURRICULUM SUPPORT IS DONE VIA ZOOM AND GOOGLE MEET.

V. Description of who will provide the services:

KINGMAKERS OF OAKLAND

VI. Description of proposed outcomes of services:

- Increase engagement and leadership development opportunities for youth to improve the policies, structures, conditions and systems for the success of African American males in SFUSD.
- Improve student access to culturally responsive curriculum and content for SFUSD African American male students.
- Strengthen the instructional capacity of SFUSD facilitators to provide culturally responsive high quality learning environments for African American students (affirming relationships, asset-based narratives, lesson planning, culturally responsive pedagogical approaches). for this year is to "support teams to articulate a compelling vision for equity in SFUSD".

If Contractor is providing services that involve contact with students or interaction with students, services must be performed under the direct supervision, line-of-sight and in collaboration with certificated staff member. Please affirm by checking the box below:

Services will be performed under direct supervision, line-of-sight and in collaboration with certificated staff

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

APPENDIX B: SCHEDULE OF FEES

Total Cost of the Agreement (Not to Exceed Amount) INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars (\$INSERT CONTRACT DOLLAR AMOUNT IN NUMBERS).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

The rate of pay will be (Check off and complete one option):

Contractor will work up to _____ days week / _____ hours per day for \$ _____ per day for up to _____ weeks

Contractor will work up to _____ hours / \$ _____ per hour

Contractor will work up to _____ classes. Each class will be _____ minutes/hours 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). Receipts must be attached for travel, mileage or items purchased. Reimbursements must be reasonable, must comply with the Board Policy, may not exceed the U.S. General Service Administration rates, and are subject to approval by District.**

OR

PROVIDE HERE A BREAKDOWN OF THE COSTS.

Culturally Relevant Curriculum to KOO Curriculum: 14 SITES: \$70,000

A. KOO to provide licensed access to curriculum for 14 SFUSD school sites

- \$5,000 per school site

KOO to facilitate professional development with facilitators: \$72,000

A. Fall Intensive Training Preparation: \$15,000 (Rate: \$200/hr. Total of 75 Hours)

B. Fall Facilitator PLC: \$28,500

- Chief Program Officer x 5 hrs./mo. x 4 mos. = \$2,500 per semester (\$125 per hour)
- Curriculum Designer x 10 hrs./mo. x 4 mos. = \$2,000 per semester (\$50 per hour)
- Culturally Responsive Pedagogy Manager x 30 hrs./mo. x 4 mos. = \$6,600 per semester (\$55 per hour)
- Director of Curriculum & Training x 30 hrs./mo. x 4 mos. = \$11,400 per semester (\$95 per hour)
- KOO Labs Community Program Manager x 20 hrs./mo. x 4 mos. = \$6,000 per semester (\$75 per hour)

Spring Facilitator PLC: \$28,500

- Chief Program Officer x 5 hrs./mo. x 4 mos. = \$2,500 per semester
- Curriculum Designer x 10 hrs./mo. x 4 mos. = \$2,000 per semester
- Culturally Responsive Pedagogy Manager x 30 hrs./mo. x 4 mos. = \$6,600 per semester
- Director of Curriculum & Training x 30 hrs./mo. x 4 mos. = \$11,400 per semester
- KOO Labs Community Program Manager x 20 hrs./mo. x 4 mos. = \$6,000 per semester

Koo to co-host Family and Community Engagement Events: \$15,000 (340 total hours @ \$44.11/hr. rate)

- Chief Program Officer x 5 hrs./mo. x 4 mos. = 20 hours per semester
- Culturally Responsive Pedagogy Manager x 5 hrs./mo. x 4 mos. = 20 hours per semester (50)

- Director of Curriculum & Training x 5 hrs./mo. x 4 mos. = 20 per semester
- KOO Labs Community Program Manager x 40 hrs./mo. x 4 mos. = 160 hours per semester (200)
- Director of Youth & Family Engagement x 30 hrs./mo. X 4 mos. = 120 hours per semester (150)

KOO to offer Leadership Consulting (PD): \$9,750

- Chief Program Officer x 4 hrs./mo. x 10 mos. = \$5,000 per year
- Director of Curriculum & Training x 5 hrs./mo. x 10 mos. = \$4,750 per year

Total Cost: \$166,750

Credits and Discounts: 20% Legacy Partner Discount and \$25,000 SY Carryover/Credit

Total Adjusted Cost: \$108,400 (\$166,750 - \$43,350 (20%) - \$25,000 (credit) = \$108,400)

\$50,000.00 PAYABLE UPON APPROVAL OF CONTRACT TO RECEIVE ACCESS TO THE CURRICULUM FOR TEN SCHOOLS (ML King, Jr. MS, Willie L. Brown, Jr. MS, Presidio MS, Civic Center Secondary School and June Jordan School for Equity, Bessie Carmichael PreK-8, James Denman MS, Everett MS, James Lick MS, Paul Revere K-8)

\$29,200 PAYABLE ON OR AFTER THURSDAY, September 22, 2023 FOR SEPTEMBER 2023- DECEMBER 2023 CYCLE OF PROFESSIONAL DEVELOPMENT FOR TEN INSTRUCTORS.

\$29,200 PAYABLE ON OR AFTER THURSDAY, JANUARY 5, 2024 FOR JANUARY 2024 - June 2024 CYCLE OF PROFESSIONAL DEVELOPMENT FOR TEN INSTRUCTORS.

TOTAL NOT TO EXCEED: \$108,400

Protocols:

- 1) **Costs:** Must correlate payment to Contractor with provision of Services detailed in Appendix A. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.
- 2) **Compensation.** 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. The fee is not to exceed amount and is not a guarantee of total payment, as payment is owed only for Services rendered.** 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. The fee shall be paid as indicated and the rate of pay shall not be changed for the Term of the Agreement. For any rates or pricing shall remain fixed for the Term of the Agreement.
- 3) **Method of Payment:** Contractor shall submit invoices in a format approved by the District. Invoices must include the purchase order number, District site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is not permitted and will be rejected unless approved by the Procurement Department. Contractor shall submit invoices to the District via the District's authorized representative referenced in Section 17 (Notices).
 - a) **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.**

APPENDIX C: INSURANCE REQUIREMENTS

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

I. MINIMUM SCOPE OF INSURANCE:

- a. **Commercial General Liability (“CGL”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. **Sexual Abuse & Molestation Liability (“SAM”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District’s sole discretion, if the Contractor has certified that it (i) will have no physical contact, or (ii) will have limited contact and will not interact with District Students outside of the immediate supervision and control of the student’s parents or SFUSD staff in the performance of this Agreement.
- c. **Automobile Liability (“AL”):** 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. The Parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- d. **Workers’ Compensation (“WC”):** 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.
- e. **Professional Liability (Errors and Omissions Insurance):** As appropriate to the Contractor’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.

II. REQUIRED ENDORSEMENTS

- a. **Additional Insured Status:** San Francisco Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. **Primary and Noncontributory:** With the exception of Workers’ Compensation and Professional Liability insurance, for any claims related to this contract, the Contractor’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. **Notice of Cancellation:** The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.

d. Waiver of Subrogation

- i. The waiver of subrogation applies to CGL, SAM, AL, and WC.**
- ii. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.**

III. ADDITIONAL INSURANCE REQUIREMENTS

- a. Claims Made Policies:** 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.**
- b. Verification of Coverage:** Prior to the commencement of services pursuant to this Agreement, Contractor shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is the Contractor's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.
- c. Certificate(s) of Insurance** shall include the following: Certificate Holder: San Francisco Unified School District, 135 Van Ness Avenue, Room 310, San Francisco, CA 94102. Please email insurance documents with corresponding contract to: contractinsuranceform@sfusd.edu.
- d. Umbrella or Excess Policy:** Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions ("SIRs"), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- e. Acceptability of Insurers:** Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.
- f. Broader Coverage:** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

- g. Severability of Interest:** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.
- h. Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- i. Subcontractor Insurance:** Should the Contractor use any subcontractor(s) to perform services under this Agreement, Contractor shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Contractor shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Contractor and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
- j. District's Right to Modify Insurance Requirements:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

--end--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2023

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 Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 License #: 0D69286	CONTACT NAME: Esther Lee
	PHONE (A/C, No, Ext): (650)341-4484 FAX (A/C, No): (650)341-4465
	E-MAIL ADDRESS: elee@bpia.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Alliance of Nonprofits for Ins 10023 NAIC # 10023
	INSURER B: Alliance of Nonprofits for Ins 10023
	INSURER C: Sentinel Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 00014668-612750 **REVISION NUMBER:** 21

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	2023-69409	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		2023-69409	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y		2023-69409-UMB	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	51WECAM0X10	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Soc Svc Profl Liab			2023-69409	07/01/2023	07/01/2024	Ea. Event/Agg. 1,000,000/2,000,000
A	Sexual/Physical Abus			2023-69409	07/01/2023	07/01/2024	Ea. Occurrence/Agg. 1,000,000/2,000,000

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

San Francisco Unified School District, its officers, officials, employees are included as Additional Insured in respects to the Insured's business operations. Additional Insured applies to the General Liability and auto liability policy, which is Primary and Non-Contributory. Waiver of Subrogation applies for the General Liability and Workers Compensation policies. 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

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

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

(EJL)



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED EXTENSION**

POLICY NUMBER: 2023-69409

Schedule AI

NAME OF INSURED: Kingmakers of Oakland

Page 1

ADDITIONAL INSURED

Additional Insured - ANI-RRG-A1
San Francisco Unified School District
135 Van Ness Ave, Room 310
San Francisco, CA 94102
As respects vehicle(s): N/A

COUNTERSIGNED: 7/3/2023

BY

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - SCHEDULE AI

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule L

POLICY NUMBER: 2023-69409

Page 2

NAME OF INSURED: Kingmakers of Oakland

PREMISES LOC/BLDG	DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP
------------------------------	--

ALL LOCATIONS

**ADDITIONAL INSURED
AND OTHER INTERESTS**

ADDITIONAL INSURED - ANI-RRG-E61

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

ADDITIONAL INSURED - CG 20 26

JPMorgan Chase & Co. and any and all subsidiaries,
directors, officers, employees, and agents as their
interests may appear
245 Park Ave.
New York, NY 10017-2070

ADDITIONAL INSURED - CG 20 26

Oakland Fund for Children & Youth
150 Frank Ogawa Plaza, Suite 4216
Oakland, CA 94612

ADDITIONAL INSURED - CG 20 26

The City of Oakland, its councilmembers, directors,
officers, employees, agents & volunteers as
additional insured
150 Frank Ogawa Plaza
Oakland, CA 94612

07/03/2023

BY

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG - SCHEDULE L

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 51 WEC AM0X10

Endorsement Number:

Effective Date: 07/01/23 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Kingmakers of Oakland
745 ARIMO AVE
OAKLAND CA 94610

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

JPMorgan Chase & Co., 245 Park Ave., New York, NY, 10017-2070
San Francisco Unified School District, 135 Van Ness Ave. Room 102, San Francisco, CA 94102
Kent School District, 12033 SE 256th St, Suite A200, Kent WA 98030
Office of AAMA, MS 32-150 Seattle Public Schools, PO Box 34165, Seattle WA 98124-1165
Seattle Public Schools, 800 Oakesdale Ave. SW, Renton WA 98057

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Francisco Unified School District

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf,

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
- (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

RECITALS SECTION			
Contractor Name	Kingmakers of Oakland		
Department/Site	African American Achievement Leadership Initiative		
Name of Contract Sponsor	AAALI Director, Laticia Erving		
Purpose	To strengthen the instructional capacity of SFUSD's Mastering Cultural Identity facilitators, enabling them to create high-quality, culturally responsive learning environments for students. This contract aims to increase student engagement and leadership, enhance family partnership, and support the growth and leadership development of both site and central office staff		
OBJECTIVES			
Services	Kingmakers of Oakland will provide: <ul style="list-style-type: none"> • Intensive curriculum training • Technical assistance for family partnership events • Instructional coaching for classroom teachers • Leadership consultation for site admin and central office staff • Regular convening opportunities to support educator development 		
Outcome/ Deliverable	Kingmakers of Oakland will deliver the services outlined in the "Scope of Work" section to the client's satisfaction. The activities and services provided will aim to improve the sense of belonging and academic efficacy of students enrolled in the Mastering Cultural Identity (MCI) course, build the instructional capacity of MCI teaching staff, and support SFUSD's efforts to retain both African American students and staff.		
<u>Alignment to Goals</u> (check all that apply)	<input type="checkbox"/> Third Grade Literacy	<input type="checkbox"/> Eighth Grade Math	<input type="checkbox"/> College & Career Readiness
<u>Alignment to Guardrails</u> (check all that apply)	<input checked="" type="checkbox"/> Serving Whole Child <input type="checkbox"/> Resource Allocation	<input checked="" type="checkbox"/> Curriculum & Instruction	<input type="checkbox"/> Strategic Partnerships <input type="checkbox"/> Effective Decision Making
Other (if applicable)	<input type="checkbox"/> Operational Requirement		

KEY TERMS	
Contract Dates	August 19, 2024- June 30, 2025
Total Cost	\$113,250
Multi-Year Contract	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please indicate how much will be spent for each fiscal year: FY 24-25 \$0, FY 25-26 \$0, FY 26-27 \$0	
Funding Resource (check all that apply)	<input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Restricted Local <input type="checkbox"/> Restricted State <input type="checkbox"/> Restricted Federal <input type="checkbox"/> PTA/PTO Funds Enter Resource Code - Enter Resource Name 01-90554-PEEF:PROP H, OTHER GENRL USES
For this contract:	Were multiple vendors considered? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For federally funded contracts in excess of \$10,000	Attach three (3) quotes and complete the federal funding form . (Please refer to #1 in the FY24-25 FAQ)
Was the contract bid out?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If no (check one)	<input checked="" type="checkbox"/> Below the delegable amount (\$114,500) <input type="checkbox"/> Sole Source <input type="checkbox"/> Educational Materials <input type="checkbox"/> Professional Services Contract (specialized service requiring training and experience such as financial, economic, accounting, medical, or legal)

ORGANIZATION/PROFESSIONAL SERVICES AGREEMENT

This Contract (“Agreement” or “Contract”) is dated for convenience as of **August 19, 2024** between the San Francisco Unified School District (“District” or “SFUSD”) and **Kingmakers of Oakland** (“Contractor”). The District and Contractor may be individually referred to herein as a “Party,” or collectively referred to herein as the “Parties.”

RECITALS

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

WHEREAS, California Public Contract Code §§ 20111 *et seq.*, authorizes the District to purchase equipment, materials, or supplies up to the annually adjusted bid threshold amount (currently, \$114,500) without formal bidding;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of professional services and/or special services or advice in financial, economic, accounting, engineering, legal, or administrative matter if those persons are specially trained and experienced and competent to perform the services required (California Government Code § 53060 and Public Contract Code § 20111);

WHEREAS, the District desires Contractor to strengthen the instruction capacity of SFUSD’s Mastering Cultural Identity facilitators to provide high quality, culturally responsive learning environments for students, while also increasing engagement and leadership development of SFUSD youth to improve conditions and systems for the success of African American students, as detailed herein;

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at: African American Achievement Leadership Initiative

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 and when the performance of such services remotely is comparable to the in-person provision of such services. 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.
 - a. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor’s services will be performed, findings obtained, reports and

recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- b. **Certificates/Permits/Licenses/Registration.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

2. **TERM & EFFECTIVE DATE:** The term for these Services shall commence on **August 19, 2024** and shall expire on **June 30, 2025** (the "Term"), unless terminated earlier pursuant to the terms of this Agreement. The District, in its sole discretion, shall have two (2) options to extend the Term of this Agreement for a period or periods of up to one (1) year each. The maximum term of this Agreement shall not exceed three (3) years. This Agreement shall become effective only upon proper execution by the Parties; certification as to the availability of funds; and approval or ratification by the District's Board of Education in an open, noticed meeting. The District has no obligation to renew or extend this Agreement after expiration of its Term.

3. **COMPENSATION:**

- a. Compensation to the Contractor shall not exceed one hundred thirteen thousand, two hundred fifty dollars and zero cents (\$113,250). **The not to exceed amount is the maximum amount of compensation due to 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").
- b. Prices/quotations must be firm. Prices will be in effect for the term of the Contract, including any extensions hereto, unless otherwise provided for herein. Prices/quotations can be modified only with written approval from the District.
- c. The not-to exceed amount of this Agreement may be increased or decreased after the initial term of this Agreement and any extension this Agreement pursuant to Section 2, provided that any such increase or decrease is executed, approved, and certified pursuant to the terms of this Agreement. Any requested price increase or decrease must be properly documented and submitted in writing by Contractor to the District's Director of Procurement by February 15th. The percentage increase shall not exceed the All Consumer Price Index (CPI) of the San Francisco Metropolitan Area, as reported by the U.S. Department of Labor for the June-to-June period immediately preceding the adjustment date. In no event shall the increase exceed three percent (3%). Contractor will be required to present documentation sufficient to justify any proposed percentage price increase.
- d. Consultant acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Agreement and that the District will report payment information to the Internal Revenue Service under the name and EIN or SSN, whichever is applicable, provided by Consultant.

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 or stated in any approved amendment.
- c. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated.
- d. 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 United States Government, State of California or any other grantors, 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. Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental programs. Contractor acknowledges that this certification of eligibility to receive federal or state funds is a material term of this Agreement.

6. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Contractor agrees to comply with and is subject to the California False Claims Act (Government Code §§ 12650 *et seq.*), including treble damages and penalties as set forth in the operative statutory provision at the time of any violation.

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:** 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. 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. 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 California Education Code § 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 (10) 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. Contractor expressly understands and agrees that in an event of default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all of 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. Contractor further understands and agrees that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
- c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
- d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
- e. Within thirty (30) days of 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 1) given in writing; 2) personally delivered or mailed, by prepaid, certified mail, overnight courier; or 3) electronic mail transmission (including portal document format) with "read receipt" requested to the Party to whom such notice or communication is directed, to the email address or regularly-monitored electronic mail address of such Party as follows:

- a. NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	INSERT NAME OF SITE/DEPARTMENT: African American Achievement Leadership Initiative
HEAD OF SITE/DEPARTMENT	AAALI Director, Laticia Erving
CONTACT PERSON	Laticia Erving
STREET ADDRESS	555 Franklin St,

CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241-6121
EMAIL ADDRESS	ervingl@sfusd.edu

b. NOTICE TO THE CONTRACTOR (PO BOX not acceptable):

CONTRACTOR NAME	KINGMAKERS OF OAKLAND
CONTACT PERSON	Chris Chatmon
STREET ADDRESS	745 Arimo Avenue
CITY, STATE, ZIP	Oakland, CA 94610
TELEPHONE	510-589-4658
EMAIL ADDRESS	chris@kingmakersofOakland.org

c. **With Copy to:**

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

- d. 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. **HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR:** If Contractor, its employees and/or subcontractors will enter a District school site or facility in connection with performance of services under this Agreement or if the Contractor, its employees and/or sub-Contractors, will be in contact with District staff, contractors, or students, then the Contractor, its employees and/or sub-Contractors, shall maintain compliance with all local and state laws, health directives, orders, guidelines and policies, including but not limited to those related to COVID-19, and District policies, as updated from time to time. All costs to comply such requirements are the Contractor's responsibility. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit. Contractor agrees that it is the Contractor's responsibility to be informed on the latest public health guidance on public health emergencies and to comply with that guidance accordingly. Where a conflict exists between this Agreement and any local or state public health order related to a current Public Health Emergency, the more restrictive guidance controls.

19. **CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS:**

- a. Criminal Background Check

- 1) Prior to the commencement of services and 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, or interact with District students outside of the immediate supervision and control of the student's parents or District staff, then Contractor is required to comply with the criminal background check provisions of California Education Code § 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 or will interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of 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 California Education Code § 45125.1 (*citing* California Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, a controlled substance offense as defined by California Education Code § 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 § 4852.01 *et seq.* for a serious or violent felony listed under California Education Code § 45122.1.
 - 3) Contractor has the 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 will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, 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 will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, the District administrator supervising this Agreement will be required to affirm that Contractor has correctly disclosed the level of student interaction/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 or interact with District students outside of the immediate supervision and control of the student's parents or District staff in the performance of 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 or will interact with District students

outside of the immediate supervision and control of the student's parents or District staff in the performance of this Agreement has been arrested or convicted of a serious or violent felony as defined by California Education Code § 45125.1 (*citing* Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, or a controlled substance offense as defined by California Education Code § 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 California Education Code §§ 45125.1 *et seq.*, and maintain compliance throughout the duration of this Agreement with District.
- 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 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 § 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 Board, 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 made 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 California State Teachers Retirement Services ("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 CalSTRS. (California Education Code §§ 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 Board, 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. Contractor shall comply with, all requirements of California law pertaining to conflicts of financial interest in contracting with public agencies. Contractor shall determine whether or not participation in a contract may constitute a conflict of interest. While the District maintains records regarding 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 shall notify the District immediately if it finds that a potential conflict may exist.
- b. Contractor certifies that it has read, understood and shall comply with conflict of interest laws and regulations, including those set forth in Board Rule and Procedure 9270: Conflict of Interest and the Appendix to Board Rule and Procedure 9270: Conflict of Interest. Contractor further certifies that it 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

23. NONDISCRIMINATION: The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, Contractor shall 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 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.

24. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION:

- a. Contractor agrees that, in connection with this Agreement, the Contractor may have access to proprietary and 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 Board, 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 or in which such information is collected or received by Contractor on District's behalf 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 §§ 49073 *et seq.* 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 that permit 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 between the Parties is in place 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 with 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 similarly accessible to the general public regardless of disabilities. 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 agrees that any breach 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 § 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services (“CPS”) as required by law. (California Penal Code § 11165.7; California Penal Code §§ 11164 *et seq.*) 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 of 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, apply to any and all such subcontractors. Contractor shall be liable to District for all such subcontractors' acts or omissions relating to this Agreement, whether provided with or without the District's permission.

30. **ASSIGNMENT:** Contractor understands and agrees 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 BOARD POLICIES:** Contractor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation 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, orders, District Board Policies, and Administrative Regulations 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. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
39. **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 Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms
40. **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 Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.
41. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS:** Original copies of this Agreement shall be executed by the respective Party's authorized signatories. 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. 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.
42. **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.
43. **NO THIRD PARTY BENEFICIARIES:** District and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides

any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

44. **APPENDICES:** The Appendices set-forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference. In signing this Agreement, Contractor certifies that it will comply with all laws, regulations, and SFUSD Board Policies; affirms that it is familiar with the laws, regulations, and SFUSD Board Policies; certifies that it does not know of any facts that constitute a violation of any such laws, regulations, and SFUSD Board Policies contained herein. The Appendices are:

- a. Appendix A: Scope of Work or Services;
- b. Appendix B: Schedule of Fees; and
- c. Appendix C: Insurance Requirements.

45. **STUDENT CONTACT DISCLOSURE:**

Will Contractor have MORE THAN LIMITED CONTACT or FREQUENT or PROLONGED CONTACT with District Students or will interact with District students outside of the supervision and control of student's parents or District staff in the performance of the Agreement? *Check one:*

☐ **YES**

☒ **NO**

If **YES**, Contractor must comply with the requirements of **Sections 19 & 20** prior to Board ratification or approval.

I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact and interaction associated with the services provided under this Agreement.



Name of Department Administrator:

Laticia Erving

Title of site/Department Administrator:

African American Achievement Leadership Initiative

DATE SIGNED

Date: August 1, 2024

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the Parties hereto on the day signed below.

**LEGAL/OFFICIAL NAME OF
CONTRACTOR**

**SAN FRANCISCO UNIFIED SCHOOL
DISTRICT**

APPROVED:

BY: 

AUTHORIZED SIGNATORY

Chris Chatmon

Director and CEO, KingMakers of Oakland

INSERT DATE SIGNED

APPROVED:

BY: 

Marin Trujillo

Head of Staff, SFUSD

INSERT DATE SIGNED

Date

Date

RECOMMENDED:

BY: 

Laticia Erving, Director
African American Achievement and Leadership
Initiative (AAALI)

DATE SIGNED

Date: 8/1/2024

APPROVED AS TO FORM

BY: _____
Legal Department (for contracts over bid
threshold)

INSERT DATE SIGNED

Date

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Kingmakers of Oakland	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) Non-Profit	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 745 Arimo Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Oakland, CA 94610	
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 I, 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.

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

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div>3</div>	<div>8</div>
<div>-</div>	<div>4</div>
<div>1</div>	<div>0</div>
<div>5</div>	<div>7</div>
<div>6</div>	<div>7</div>

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 *Christopher Chalmers*

Date **4/15/2024 | 7:52 PM PDT**

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

APPENDIX A: SCOPE OF WORK/SERVICES

For services directly related to lessons (e.g., music, art, dance, garden, ecology, sex education or poetry) at schools, Contractor agrees to provide the following services to the District under the supervision of and in collaboration with classroom teacher(s): Describe how services will be provided remotely if in-person Services are not possible or practical.

I. Description of the services and deliverables (in detail), which will be provided:

Kingmakers of Oakland will provide executive coaching to AAALI leaders, instructional professional development to Mastering Cultural Identity educators, access to culturally responsive curriculum, and technical assistance for family partnership activities.

II. Description of proposed outcomes of services:

Activities and services described above will:

- Improve the sense of belonging and academic efficacy of students enrolled in the Mastering Cultural Identity (MCI) course
- Build the instructional capacity of MCI teaching staff,
- Support SFUSD's efforts to retain both African American students and staff.
- Improve student access to culturally responsive curriculum and content for SFUSD African American male students.

III. Description of project plan for provision of services (include specific dates of when tasks will be completed):

1. Fall Intensive (Orientation and Professional Training): August/September 2024
2. Monthly Leadership Coaching and Consultation (3 leaders): August 2024-May 2025
3. 4 Family Partnership Events: August 2024-June 2025
4. Monthly Professional Learning Circles for MCI and AAALI staff: September 2024-May 2025
5. Access to Kingmakers Crowns Curriculum: August 2024-June 2025

IV. Description of where the services will be provided:

In Person services will be held in a free community space, if not held virtually.

V. Description of who will provide the services (include applicable license information):

Services will be provided by the Kingmakers of Oakland staff and trainers.

VI. The following applies if Contractor is performing services on school or District property:

- a. **Safety and Security:** Contractor shall perform all Services so as to avoid injury or damage to any person or property by exercising all necessary safety and security precautions as may be appropriate to the nature of the Services and the conditions under which the Services are to be performed. Contractor further agrees to comply with all of the following.
- b. **Identification:** When performing Services on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor, as opposed to faculty, staff, parents,

students or other members of the public. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information; and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.

- c. **Sign-in required:** As required by schools and other District locations, Contractor personnel must sign into the location's main office to receive an in-school identification/visitors tag. Such individuals must display this tag on their person at all times while on District property.
- d. **No Smoking/Non-Prescription Drugs:** All District properties are tobacco-free and drug-free zones. Contractor personnel are prohibited from using any tobacco product on or immediately adjacent to District property. Contractor personnel are prohibited from using illegal drugs on District property.
- e. **No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones. Contractor personnel are strictly prohibited from possessing on their persons or in their vehicles any weapons or firearms while on District property.
- f. **Employee Removal:** At District's request, Contractor shall immediately remove any person from all District properties in cases where the District in its sole discretion determines that removal of any such person is in the District's best interests.
- g. **District Property:** District hereby deems all information, documents, and property contained in or on District property privileged and confidential. Any removal or disclosure of any privileged and confidential materials by Contractor without express written consent of District shall be considered a material breach of this Agreement and shall be cause for immediate termination of this Agreement. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED REMOVAL OR DISCLOSURE OF PRIVILEGED AND CONFIDENTIAL MATERIALS, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

If Contractor is providing services that involve contact with students or interaction with students, services must be performed under the direct supervision, line-of-sight and in collaboration with certificated staff member. Please affirm by checking the box below:

☐ Services will be performed under direct supervision, line-of-sight and in collaboration with certificated staff

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

APPENDIX B: SCHEDULE OF FEES

Total Cost of the Agreement (\$113,250) ONE HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

The rate of pay will be (Check off and complete one option):

☐ Contractor will work up to _____ days week / _____ hours per day for \$ _____ per day for up to _____ weeks

☐ Contractor will work up to _____ hours / \$ _____ per hour

☐ Contractor will work up to _____ classes. Each class will be _____ minutes/hours 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). Receipts must be attached for travel, mileage or items purchased. Reimbursements must be reasonable, must comply with the Board Policy, may not exceed the U.S. General Service Administration rates, and are subject to approval by District.**

Licensed access to Culturally Relevant Curriculum (Kingmakers Crowns Curriculum): \$50,000 (10 sites x \$5,000/site = \$50,000)

2 Full Day Professional Development Intensive for AAALI staff and classroom teachers: \$19,200. 4 Contractor staff will work up to 12 hours each at \$200 per hour per professional development session (which includes session preparation, director consultation, material development, facilitation, and follow up documentation).

4 Family and Community Partnership Events with technical assistance and facilitation: \$12,800. 4 Contractor staff will work up to 16 hours each at \$200 per hour per family/community partnership event (which includes event preparation, outreach, material development, execution/management, set-up and breakdown support, follow up analytics, recording and documentation).

10 monthly executive coaching/consultation sessions for 3 AAALI leaders (Director, Partnership Manager, Integration Specialist): \$9,000. 1 Contractor staff will work up to 1.5 hours of 1:1 individual coaching per leader throughout each month at \$200 per hour.

10 monthly Professional Learning Circle (PLCs) sessions with 10-12 MCI teachers: \$60,000. 3 Contractor staff will work up to 10 hours at \$200 per hour PLC session (PLCs include site observation to prepare for sessions, material and curriculum preparation, director and MCI AAALI staff consultation, facilitation, and follow up documentation)

Total Costs: \$151,000

Credits and Discounts: 25% Legacy Partner Discount

Total Adjusted Cost: \$113, 250 (151,000 - 37,750 (25% discount) = \$113,250)

Protocols:

- 1) **Costs:** Must correlate payment to Contractor with provision of Services detailed in Appendix A. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.
- 2) **Compensation.** 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. **The fee is not to exceed amount and is not a guarantee of total payment, as payment is owed only for Services rendered.** 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. The fee shall be paid as indicated and the rate of pay shall not be changed for the Term of the Agreement. For any rates or pricing shall remain fixed for the Term of the Agreement.
- 3) **Method of Payment:** Contractor shall submit invoices in a format approved by the District. Invoices must include the purchase order number, District site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is not permitted and will be rejected unless approved by the Procurement Department. Contractor shall submit invoices to the District via the District's authorized representative referenced in Section 17 (Notices).
 - a) 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.
- 4) **The Contractor agrees that the rates at which Contractor bills the District will be the lowest rate Contractor charges any other public entity for comparable services.**
- 5) **Invoices must include all of the following:** invoice date, contract requisition number, dates of service, detailed description of service, payment rate, total payment due, remit to address, Contractor name, and contact information.

APPENDIX C: INSURANCE REQUIREMENTS

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

I. MINIMUM SCOPE OF INSURANCE:

- a. **Commercial General Liability (“CGL”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. **Sexual Abuse & Molestation Liability (“SAM”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District’s sole discretion, if the Contractor has certified that it (i) will have no physical contact, or (ii) will have limited contact and will not interact with District Students outside of the immediate supervision and control of the student’s parents or SFUSD staff in the performance of this Agreement.
- c. **Automobile Liability (“AL”):** 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. The Parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- d. **Workers’ Compensation (“WC”):** 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.
- e. **Professional Liability (Errors and Omissions Insurance):** As appropriate to the Contractor’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.

II. REQUIRED ENDORSEMENTS

- a. **Additional Insured Status:** San Francisco Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. **Primary and Noncontributory:** With the exception of Workers’ Compensation and Professional Liability insurance, for any claims related to this contract, the Contractor’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. **Notice of Cancellation:** The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.
- d. **Waiver of Subrogation**

- i. **The waiver of subrogation applies to CGL, SAM, AL, and WC.**
- ii. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

III. ADDITIONAL INSURANCE REQUIREMENTS

- a. **Claims Made Policies:** 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 Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- b. **Verification of Coverage:** Prior to the commencement of services pursuant to this Agreement, Contractor shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is the Contractor’s responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.
- c. **Certificate(s) of Insurance** shall include the following: Certificate Holder: San Francisco Unified School District, 135 Van Ness Avenue, Room 310, San Francisco, CA 94102. Please email insurance documents with corresponding contract to: contractinsuranceform@sfusd.edu.
- d. **Umbrella or Excess Policy:** Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (“SIRs”), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.
- e. **Acceptability of Insurers:** Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.
- f. **Broader Coverage:** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
- g. **Severability of Interest:** A severability of interest provision must apply for the additional insureds, ensuring that Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limits.
- h. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- i. **Subcontractor Insurance:** Should the Contractor use any subcontractor(s) to perform services under this Agreement, Contractor shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Contractor shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Contractor and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
- j. **District's Right to Modify Insurance Requirements:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

--end--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2024

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 Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 License #: 0D69286	CONTACT NAME: Esther Lee PHONE (A/C, No, Ext): (650)341-4484 E-MAIL ADDRESS: elee@bpia.net FAX (A/C, No): (650)341-4465																					
INSURED Kingmakers of Oakland 1035 7th St. Oakland, CA 94607	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Alliance of Nonprofits for Ins 10023</td><td>10023</td></tr><tr><td>INSURER B:</td><td>Sentinel Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Alliance of Nonprofits for Ins 10023	10023	INSURER B:	Sentinel Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Alliance of Nonprofits for Ins 10023	10023																				
INSURER B:	Sentinel Insurance Company																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 00014668-735829

REVISION NUMBER: 36

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	2024-69409	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		2024-69409	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		2024-69409-UMB	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	51WECAM0X10	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Soc Svc Prof'l Liab			2024-69409	07/01/2024	07/01/2025	Ea. Event/Agg. 1,000,000/2,000,000
A	Sexual/Physical Abus			2024-69409	07/01/2024	07/01/2025	Ea. Occurrence/Agg. 1,000,000/2,000,000

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

San Francisco Unified School District, its officers, officials, employees are included as Additional Insured in respects to the Insured's business operations. Additional Insured applies to the General Liability and Auto Liability policy, which is Primary and Non-Contributory. Waiver of Subrogation applies for the General Liability and Workers Compensation policies. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

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

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

(EJL)

© 1988-2015 ACORD CORPORATION. All rights reserved.



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED EXTENSION**

POLICY NUMBER: 2024-69409

Schedule AI

Page 1

NAME OF INSURED: Kingmakers of Oakland

ADDITIONAL INSURED

Additional Insured - ANI-RRG-A1
San Francisco Unified School District
135 Van Ness Ave, Room 310
San Francisco, CA 94102
As respects vehicle(s): N/A

COUNTERSIGNED: 6/18/2024

BY

A handwritten signature in black ink, appearing to read "Pamela C. Q.".

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - SCHEDULE AI



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Francisco Unified School District

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



**ALLIANCE OF
NONPROFITS FOR
INSURANCE**

A Head for Insurance. A Heart for Nonprofits.

**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule L

POLICY NUMBER: 2024-69409

Page 2

NAME OF INSURED: Kingmakers of Oakland

PREMISES LOC/BLDG	DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP
------------------------------	--

ALL LOCATIONS

**ADDITIONAL INSURED
AND OTHER INTERESTS**

ADDITIONAL INSURED - ANI-RRG-E61

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

ADDITIONAL INSURED - CG 20 26

JPMorgan Chase & Co. and any and all subsidiaries,
directors, officers, employees, and agents as their
interests may appear
245 Park Ave.
New York, NY 10017-2070

ADDITIONAL INSURED - CG 20 26

Oakland Fund for Children & Youth
150 Frank Ogawa Plaza, Suite 4216
Oakland, CA 94612

ADDITIONAL INSURED - CG 20 26

Oakland Unified School District
Attn: Risk Management
Oakland, CA 94607

ADDITIONAL INSURED - CG 20 26

The City of Oakland, its councilmembers, directors,
officers, employees, agents & volunteers as
additional insured
150 Frank Ogawa Plaza
Oakland, CA 94612

06/18/2024

BY

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG - SCHEDULE L

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

JPMorgan Chase & Co., 245 Park Ave., New York, NY, 10017-2070
San Francisco Unified School District, 135 Van Ness Ave. Room 102, San Francisco, CA 94102
Kent School District, 12033 SE 256th St, Suite A200 , Kent WA 98030
Office of AAMA, MS 32-150 Seattle Public Schools, PO Box 34165, Seattle WA 98124-1165
Seattle Public Schools, 800 Oakesdale Ave. SW, Renton WA 98057
Jig & Scroll, LLC. dba: Bloc15, 252 2nd St., Oakland, CA 94607

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 51 WEC AM0X10

Endorsement Number:

Effective Date: 07/01/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Kingmakers of Oakland
745 ARIMO AVE
OAKLAND CA 94610

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative

Purchase Order

SF UNIFIED SCHOOL DISTRICT

PROCUREMENT DEPARTMENT
135 VAN NESS AVENUE, ROOM 310
SAN FRANCISCO CA 94102
Office - 415-241-6468
Fax - 415-241-6487

Dispatch via Print

Purchase Order	Date	Revision	Page
SFU-0000168892	09/24/2024		1
Payment Terms	Freight Terms	Ship Via	
NOW	FOB DESTINATION	COMMON	
Buyer	Phone	Currency	
Herbert Serquina Valmor		USD	

Ship To: SUPERINTENDENT'S OFFICE
555 FRANKLIN STREET, ROOM 300
SAN FRANCISCO CA 94102
United States

Bill To: SUPERINTENDENT'S OFFICE
555 FRANKLIN STREET, ROOM 300
SAN FRANCISCO CA 94102 United
States
Board meeting: November 12, 2024

Vendor: 0000076994
KINGMAKERS OF OAKLAND
745 ARIMO AVE
OAKLAND, CA 94610

PHONE:
Fax:

Tax Exempt? N	Tax Exempt ID:	PO Reference: 0000055553
Line-Sch	Item/Description	Mfg ID

			Quantity	UOM	PO Price	Extended Amt	Due Date
--	--	--	-----------------	------------	-----------------	---------------------	-----------------

1- 1	CONTRACT TO PROVIDE EXECUTIVE COACHING TO AAALI LEADERS, INSTRUCTIONAL PROFESSIONAL DEVELOPMENT TO MASTERING CULTURAL IDENTITY EDUCATORS, ACCESS TO CULTURALLY RESPONSIVE CURRICULUM, AND TECHNICAL ASSISTANCE FOR FAMILY PARTNERSHIP ACTIVITIES.	1.00	DOL	113,250.00	113,250.00	09/24/2024
------	---	------	-----	------------	------------	------------

Attn: Terrie Lee Morris

FY 2024-25

Point of Contact
Terrie Morris
MORRIST@sfusd.edu
Laticia Erving
ervingL@sfusd.edu

SubTotal PO Amount	113,250.00
Freight	0.00
Total PO Amount	113,250.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



Purchase Order

SF UNIFIED SCHOOL DISTRICT

PROCUREMENT DEPARTMENT
135 VAN NESS AVENUE, ROOM 310
SAN FRANCISCO CA 94102
Office - 415-241-6468
Fax - 415-241-6487

Dispatch via Print

Purchase Order SFU-0000157980	Date 09/21/2022	Revision	Page 1
Payment Terms NOW	Freight Terms FOB DESTINATION	Ship Via COMMON	
Buyer CHAN, SUSAN	Phone x1604	Currency USD	

Ship To: AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

Bill To: AFRICAN AMERICAN ACHIEVEMENT & LEADERSHI
555 FRANKLIN STREET
SAN FRANCISCO CA 94124
United States

Vendor: 0000076994
KINGMAKERS OF OAKLAND
745 ARIMO AVE
OAKLAND, CA 94610

PHONE:
Fax:

Tax Exempt? N	Tax Exempt ID:	PO Reference: 0000043237
Line-Sch	Item/Description	Mfg ID

Quantity	UOM	PO Price	Extended Amt	Due Date
1.00	DOL	230,000.00	230,000.00	09/21/2022

Attn: Cheryl A Desanti

DATE OF SERVICE: 9/21/22 - 6/30/23
BOARD APPROVAL: 9/20/22

SERVICE: KINGMAKERS OF OAKLAND WILL PROVIDE AAALI WITH THE IMPLEMENTATION OF A PROGRAM TO SUPPORT SFUSD LEADERSHIP TO MOVE FROM A SENSE OF AWARENESS AND CONCERN TO COMPREHENSIVE EQUITY CONSCIOUSNESS.

=====

DOLLAR AMOUNT: \$230,000.00

=====

CONTACT PERSON: CHERYL DESANTI
TELEPHONE NO: 415-241-6121
EMAIL: DESANTIC@SFUSD.EDU

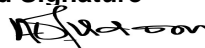
SubTotal PO Amount 230,000.00

Freight 0.00

Total PO Amount 230,000.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



REQUIRED SIGNATURES (Section 43 and Signature Block) FOR CONTRACT

Place an "X" (below) if you have obtained all required signatures

☒ **All required signatures obtained, including signature in Section 43**

Instructions: If your contractor's required insurance and endorsements are documented in the Insurance Database section in II (below), please mark the box in II (below) and you are finished. If the contractor's insurance information is not found in the Insurance Database in II (below), please complete the Insurance & Liability section in I (immediately below).

I. INSURANCE & LIABILITY

Instructions: Complete and upload in GoFast, together with your contract.

Document	Attached?	Explanation/Comments
Insurance: <ul style="list-style-type: none"> Place an "X" next to each item required in Appendix C of the contract template & submit evidence of item marked. <u>Additional Insured Endorsement Requirements:</u> Must: (a) name the "San Francisco Unified School District, its Officers, Employees and Agents" or (b) be a blanket endorsement as required by a written contract. 		
<input checked="" type="checkbox"/> General Liability (COI)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/> GL Additional Insured Endorsement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Primary & Noncontributory Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Notice of Cancellation Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/> Auto Liability (COI)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Auto Additional Insured Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Primary & Noncontributory Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Notice of Cancellation Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Workers Compensation (COI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/> Notice of Cancellation Endorsement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Sexual Abuse & Molestation (COI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Sexual Abuse & Molestation Additional Insured Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/> Primary & Noncontributory Endorsement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Notice of Cancellation Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Other (COI) (e.g., Professional Liability)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

II. INSURANCE DATABASE

- Go to: [Insurance Database](#)
 - Confirm that the contractor for your contract has submitted the required insurance, including endorsements
- Place an "X" (below) if you have confirmed that your contractor is in compliance with the insurance requirements in the database ☐ **All required insurance, including endorsements**

Please Read: The Procurement Department will not approve any contracts that are submitted without the certificate of insurance (COI) and required endorsements unless insurance coverage is confirmed for your contractor in the Insurance Database.

ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contract ("Agreement" or "Contract") is dated for convenience as of **JUNE 1, 2022**, between the **San Francisco Unified School District** ("District") and **KINGMAKERS OF OAKLAND** ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

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

WHEREAS, California Public Contract Code § 20111 authorizes the District to purchase equipment, materials, or supplies in an amount under the bid threshold (\$99,100 for 2022 and adjusted annually for inflation) without formal bidding;

WHEREAS, the District desires Contractor to provide the **curriculum, strategic advising, extensive coaching and professional development to provide classroom, building and district leaders with a curricular framework, pedagogical skill set and equity consciousness to support achievement that is culturally responsive and relevant**, as detailed herein;

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, specifically, Government Code § 53060, or this Agreement falls under one of the other legal exceptions to competitive bidding requirements, specifically **INSERT THE SPECIFIC EXCEPTION THAT APPLIES**; and

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/ at **AFRICAN AMERICAN ACHIEVEMENT LEADERSHIP INITIATIVE (AAALI)**.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. 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 and when the performance of such services remotely is comparable to the in-person provision of such services. 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**
The term for these Services shall commence on **SEPTEMBER 21, 2022** and shall expire on **JUNE 30, 2023** ***unless terminated earlier pursuant to the terms of this Agreement.*** The District, in its sole discretion, shall have two (2) options to extend the term of this Agreement for a period or periods of up to one (1) year each. The maximum term of this Agreement shall not exceed three (3) years. 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 District has no obligation to renew or extend this Agreement after expiration of its term.
3. **COMPENSATION**
Compensation to Contractor shall not exceed **TWO HUNDRED THIRTY THOUSAND** dollars (**\$230,000.00**). ***The not to exceed amount is the maximum amount of compensation due to 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 or stated in any approved amendment.
- c. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated.
- d. 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 United States Government, State of California or any other grantors, 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, state or local governmental 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 eleven thousand dollars (\$11,000.00), as adjusted by the Federal Civil Penalties Inflation Adjustment Act, 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.
- 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 California Education Code §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 (10) 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. Contractor expressly understands and agrees that in an event of default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all of 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. Contractor further understands and agrees that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
- c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
- d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
- e. Within thirty (30) days of 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, overnight courier; or electronic mail transmission (including portal document format) with "read receipt" requested,
- 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	AFRICAN AMERICAN ACHIEVEMENT LEADERSHIP INITIATIVE (AAALI)
HEAD OF SITE/DEPARTMENT	SILINDRA MCRAY
CONTACT PERSON	CHERYL DESANTI

STREET ADDRESS	555 FRANKLIN STREET
CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241-6121
EMAIL ADDRESS	DESANTIC@SFUSD.EDU

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	KINGMAKERS OF OAKLAND
CONTACT PERSON	CHRISTOPHER P. CHATMON
STREET ADDRESS	745 ARIMO AVENUE
CITY, STATE, ZIP	OAKLAND, CA 94610
TELEPHONE	(510)589-4658)
EMAIL ADDRESS	CHRIS@KINGMAKERSOFOAKLAND.ORG

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 ("Contracting Parties") will enter a District school site or facility in connection with performance of services under this Agreement or if Contracting Parties will be in contact with District staff, contractors, or students, then Contractor and Contracting Parties shall maintain compliance with local and state laws, health directives, orders, guidelines and policies with respect to COVID-19 health and safety, and District policies and practices with respect to COVID-19 health and safety, as updated from time to time.
- b. All costs to comply with the COVID-19 requirements are the Contractor's responsibility.
- c. Contractor shall indemnify, defend and hold harmless the District and its Board, 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 COVID-19 requirements.
- d. 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 California Education Code § 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 California Education Code § 45125.1 (citing California Education Code § 45122.1), a sexual offense as defined by California Education

- Code § 44010, a controlled substance offense as defined by California Education Code § 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 § 4852.01 *et seq.* for a serious or violent felony listed under California Education Code § 45122.1.
- 3) Contractor has the 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 California Education Code § 45125.1 (citing Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, or a controlled substance offense as defined by California Education Code § 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 California Education Code § 45125.1 *et seq.*, and maintain compliance throughout the duration of this Agreement with District.
- 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 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 §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 Board, 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 §§ 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 Board, 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. Contractor has the responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. Contractor has the obligation 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 for notifying 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 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 Board, 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 or in which such information is collected or received by Contractor on District's behalf 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 §§ 49073 *et seq.*. 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 that permit 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 between the Parties is in place 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 with 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 similarly accessible to the general public regardless of disabilities. 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 agrees that any breach 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 § 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services (“CPS”) as required by law. (California Penal Code § 11165.7; California Penal Code § 11164 *et seq.*) 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 of 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

Contractor understands and agrees 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 Appendices 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 Appendices 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

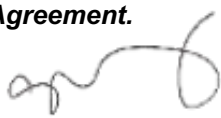
If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

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 District board policies referenced in the Appendices; affirms that it is familiar with the laws, regulations, and District 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 District 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

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><input type="checkbox"/> YES <input checked="" 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> <p></p> <p>SILINDRA MCRA Y DIRECTOR</p> <p>6/13/2022 Date: _____</p>
--	--

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

KINGMAKERS OF OAKLAND

APPROVED:

BY: Christopher P. Chatmon
Authorized Signature
CHRISTOPHER P. CHATMON
CHIEF EXECUTIVE OFFICER

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: Jill Hoogendyk
JILL HOOGENDYK
☐ Deputy Superintendent,
☒ Chief, CHIEF OF STAFF
☐ Assistant Superintendent,

RECOMMENDED:

BY: Silindra McRay
Signature of Site/Dept. Administrator
SILINDRA MCRAY
DIRECTOR

TAXPAYER INFORMATION – W9Form **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.**
KINGMAKERS OF OAKLAND

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:☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____**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.☒ Other (see instructions) ► **NON PROFIT**

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

745 ARIMO AVENUE

6. City, state, and ZIP code

OAKLAND, CA 94610

7. List account number(s) here (optional)

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) _____

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

 -

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:**

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).
- 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 ►*Christopher P. Chatmon*Date ► *6/13/22***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:

- What services, deliverables (in detail) will be provided:

Kingmakers of Oakland will provide AAALI with the implementation of a program to support SFUSD Leadership to move from a sense of awareness and concern to comprehensive equity consciousness. The goal for this year is to "support teams to articulate a compelling vision for equity in SFUSD".

Curriculum Description - Kingmakers of Oakland will provide access to the full suite of Culturally Responsive Curriculum including and not limited to "Mastering Our Cultural Identity: African American Male Image" (MCI) course at fifteen (15) sites. All curriculum and support are done virtually (i.e., Zoom, Google Hangouts, Google Classroom, Google Meet, NovoEd). Staff will be given instructional support via webinar lessons and support discussions, monthly professional learning for facilitators for each of the 15 sites as well as access to larger instructional monthly support. Kingmakers' curriculum draws on contemporary youth culture to support students as they explore their cultural identity options, learn how to manage their emotions, channel personal will, develop a positive sense of purpose in their roles in family and community. Kingmakers will provide access to marketing and communication materials that can be adapted by SFUSD to use for promotion of the class. Kingmakers will provide a specialized online curriculum (that fosters and enhances a sense of self-esteem for students who have been historically underserved), customized for the unique instructional model, training of all staff including ongoing virtual observations and coaching.

Professional Development - Our dedicated staff of trainers utilizes the 8:1 facilitator-to-trainer ratio to provide both individualized and large-group support in the areas of: (1) curriculum development; (2) lesson planning; (3) classroom engagement strategies; (4) authentic assessment, and (5) engaging with Black male students in a culturally relevant and responsive manner. PD will be conducted via monthly PLC and VLC in two phases: September - December 2022 and January - May 2023. Hours can be equally distributed throughout the 9 months or adjusted to meet specific needs of each Facilitator or district leaders. Total hours provided should not exceed 100 hours.

- a. Facilitator Professional Learning Community (PLC) - Each Facilitator participates in a Professional Learning Community (PLC) composed of their in-district peers. The SFUSD PLC will meet twice monthly, both virtually and in person as dictated by the current state of our pandemic response. Kingmakers staff will provide in-person feedback, coaching, resources support with lesson planning; classroom culture; review data and assessments; routines and rituals; pedagogy; classroom engagement strategies; differentiated instruction; assessment and evaluation. These two-hour meetings are themed and aimed at supporting the pedagogical growth and socioemotional health of our SFUSD Facilitators. (4 hours/mo; 36 hours total)
- b. Facilitator Virtual Learning Community (VLC) - Each Facilitator also participates in a Virtual Learning Community (VLC). These teams of five to seven Facilitators that are grouped strategically by grade level taught and teaching experience. VLCs also combine Facilitators from multiple Kingmakers districts, providing a variety of perspectives on facilitating for that grade level. VLCs meet virtually twice monthly to engage in pedagogical seminars. The theme for 2022-23 is "Assessment". Our training staff creates exercises that guide them through learning about and how to craft formative, summative, and authentic assessments for their Kings. (2 hours/mo; 18 hours total)
- c. Facilitator Training in Oakland - Manhood Development Training in October 2022 is a requirement of all SFUSD instructors that are teaching Kingmakers' curriculum. The training will provide an overview of the curriculum and the pedagogical approach. These daily, five-hour sessions include workshops, discussion, activities and assignments to prepare them for teaching this school year. (40 hours total)
- d. Coaching - Facilitators in SFUSD will receive weekly virtual and monthly PLC coaching sessions. These one-hour workshops provide Facilitators with immediate help planning, teaching and assessing their students. They also receive coaching on the MCI rituals and routines that define our Kingmakers classes. These sessions are facilitated by the training staff on a rotating basis. (4-5 hours/mo; 36-40 hours total)

Leadership Consulting - Kingmakers' service delivery team will provide up to 12 hours of consulting on a variety of systems change strategies - from implementation and facilitator support, school leadership support to building will for equity leadership and systems transformation.

YPAR Design and Implementation - Kingmakers' service delivery team will advise SFUSD staff on the development of the iLab. This will include implementation support of KOO's culturally relevant YPAR curriculum, which speaks to Black boys and youth in our classrooms. Additional areas of focus will include: (1) Expanding the YPAR project to 4-6 KOO classrooms; (2) Dedicated training for YPAR facilitators (September/October 2022) on curriculum use and YPAR processes; (3) in-person and virtual support twice each month for the YPAR study from our KOO team throughout the year; (4) Provide all scoping and sequencing for YPAR in addition to real time edits and additions to the scoping and curriculum; (5) Assist in the co-design of surveys and feedback from students and facilitators participating in the study; (6) Support the design of the end of year YPAR presentations that will directly inform and engage school and district leaders; (7) Assist in the co-design of surveys and feedback from students and facilitators participating in the study; and (8) Support the design of the end of year YPAR presentations that will directly inform and engage school and district leaders.

All curriculum and support will be conducted virtually (Zoom, Google Classroom, Google Meet, NovoEd).

Culturally Relevant Curriculum to KOO Curriculum: 15 SITES: \$80,000.00

KOO to provide licensed access to curriculum for 15 SFUSD school sites

KOO to lead monthly instruction/pedagogy trainings with facilitators

KOO to facilitate professional development with facilitators (professional learning community)

Professional Development (Phase I) September 2022 - December 2022: \$50,000

Calculated costs reflect:

Director of Curriculum and Training - \$15,200/semester

Program Manager of Curriculum and Training - \$4,400/semester

Facilitator Training Advisor - \$3,000/semester

Curriculum Writer & Coordinator - \$3,000/semester

(2) YPAR Youth Leaders - \$4200/semester (\$2,100 each)

Chief Program Officer - \$5,000/semester

Director Youth and Family Engagement - \$15,200

Costs also reflect prep and materials

Professional Development (Phase 2) JANUARY 2023 - MAY 2023: \$50,000

Calculated costs reflect:

Director of Curriculum and Training - \$15,200/semester

Program Manager of Curriculum and Training - \$4,400/semester

Facilitator Training Advisor - \$3,000/semester

Curriculum Writer & Coordinator - \$3,000/semester

(2) YPAR Youth Leaders - \$4200/semester (\$2,100 each)

Chief Program Officer - \$5,000/semester

Director Youth and Family Engagement - \$15,200

Costs also reflect prep and materials

Youth Participatory Action Research (YPAR) Design and Implementation: \$50,000

Calculated costs reflect:

Director Youth and Family Engagement - \$17,500

Curriculum Writer & iLab Coordinator - \$10,000

CPO & iLab Advisor - \$12,500

YPAR Youth Leaders (2) - \$10,000 (\$5,000 each)

- When will services begin and end:

SEPTEMBER 21, 2022 - JUNE 30, 2023

- Where, How, and by Whom will services be provided:

ALL CURRICULUM AND SUPPORT IS DONE VIRTUALLY BY KOO TEAM VIA ZOOM AND GOOGLE HANGOUT

- 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

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

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

APPENDIX B

SCHEDULE OF FEES AND CHARGES **CALCULATION OF CHARGES**

Total Cost of the Agreement (Not to Exceed Amount) TWO HUNDRED THIRTY THOUSAND dollars (\$230,000.00).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

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

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

PROFESSIONAL DEVELOPMENT (Phase I) - September 2022 - December 2022 - \$50,000.00

Kingmakers Facilitator PD Hourly Rates for Staff
Director of Curriculum and Training - \$95.00
PM Curriculum and Training Advisor - \$55.00
Facilitator Training Advisor - \$50.00
Curriculum Writer & Coordinator - \$50.00
(2) YPAR Youth Leaders - \$25.00
Chief Program Officer - \$125.00
Director Youth and Family Engagement - \$95.00

ESTIMATED HOURS (includes prep and service delivery hours)

Matin x 10 hours/month x 4 months = \$5000 per semester
Uma x 15 hours/month x 4 months = \$3000 per semester
Kahlil x 15 hours/month x 4 months = \$2100 per semester
Jonathan x 15 hours/month x 4 months = \$2100 per semester
Sean x 20 hours/month x 4 months = \$4400 per semester
Baayan x 40 hours/month x 4 months = \$15,200 per semester
Adrian x 40 hours/month x 4 months = \$15,200 per semester
Kenderick x 10 hours/month x 4 months = \$3000 per semester

PROFESSIONAL DEVELOPMENT (Phase 2) - January 2023 - May 2023 - \$50,000.00

Kingmakers Facilitator PD Hourly Rates for Staff
Director of Curriculum and Training - \$95.00
PM Curriculum and Training Advisor - \$55.00
Facilitator Training Advisor - \$50.00
Curriculum Writer & Coordinator - \$50.00
(2) YPAR Youth Leaders - \$25.00
Chief Program Officer - \$125.00
Director Youth and Family Engagement - \$95.00

ESTIMATED HOURS (includes prep and service delivery hours)

Matin x 10 hours/month x 4 months = \$5000 per semester
Uma x 15 hours/month x 4 months = \$3000 per semester
Kahlil x 15 hours/month x 4 months = \$2100 per semester
Jonathan x 15 hours/month x 4 months = \$2100 per semester
Sean x 20 hours/month x 4 months = \$4400 per semester
Baayan x 40 hours/month x 4 months = \$15,200 per semester
Adrian x 40 hours/month x 4 months = \$15,200 per semester
Kenderick x 10 hours/month x 4 months = \$3000 per semester

Youth Participatory Action Research (YPAR) Design and Implementation - \$50,000

iLab Hourly Rates:

Director of Curriculum and Training - \$95.00

Director of Youth and Family Engagement - \$95.00

Curriculum Writer and iLab Coordinator - \$50.00

CPO & iLab Advisor - \$125.00

(2) YPAR Youth Leaders - \$25.00

ESIMATED HOURS

Matin x 10 hours/month x 10 months = \$12,500

Uma x 20 hours/month x 10 months = \$10,000

Kahlil x 20 hours/month x 10 months = \$5,000

Jonathan x 20 hours/month x 10 months = \$5,000

Adrian x 20 hours/month x 10 months = \$17,500

\$80,000.00 PAYABLE UPON APPROVAL OF CONTRACT TO RECEIVE ACCESS TO THE CURRICULUM FOR FIFTEEN SCHOOLS (ML King, Jr. MS, Willie L. Brown, Jr. MS, Vistacion Valley MS, Presidio MS, Civic Center Secondary School and June Jordan School for Equity.

\$75,000.00 PAYABLE ON OR AFTER THURSDAY, SEPTEMBER 22, 2022 FOR SEPTEMBER 2022 - DECEMBER 2022 CYCLE OF PROFESSIONAL DEVELOPMENT FOR FIFTEEN INSTRUCTORS.

\$75,000.00 PAYABLE ON OR AFTER THURSDAY, JANUARY 5, 2023 FOR JANUARY 2023 - MAY 2023 CYCLE OF PROFESSIONAL DEVELOPMENT FOR FIFTEEN INSTRUCTORS.

IN SUMMARY:

CURRICULUM FOR 15 SITES: \$80,000

PROFESSIONAL DEVELOPMENT SEPTEMBER 2022 - DECEMBER 2022: \$50,000

PROFESSIONAL DEVELOPMENT JANUARY 2023 - MAY 2023: \$50,000

YPAR ILAB ADVISOR DESIGN AND IMPLEMENTATION: \$50,000

TOTAL NOT TO EXCEED: \$230,000

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 of the 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 not permitted and will be rejected unless approved by the procurement department.
- 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.

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.*

MINIMUM SCOPE OF INSURANCE:

1. **Commercial General Liability ("CGL"):** Insurance which shall be written on an "occurrence" basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability with limits no less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.
2. **Sexual Abuse & Molestation** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence or claim and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District's sole discretion, if the Service Provider has certified that it will have no contact with, or very limited contact with, the District's students in the performance of this Agreement.
3. **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.
4. **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. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the San Francisco Unified School District, its officers, officials, employees, and volunteers.
5. **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 claim, and two million dollars (\$2,000,000.00) aggregate.
Claims Made Policies (note –permissible only for professional liability and cyber coverages, unless otherwise approved by the District)
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.

ADDITIONAL INSURANCE REQUIREMENTS

Additional Insured Status: With the exception of Workers' Compensation and Professional Liability insurance, and to the fullest extent permitted by law, the District, its Board, its officers, officials, employees, and volunteers shall be included as additional insureds with coverage as broad as ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations), or a blanket additional insured endorsement.

Verification of Coverage: Prior to the commencement of services pursuant to this Agreement, Service Provider shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Service Provider of the insurance requirements, nor decrease the liability of Service Provider under this Agreement. It is the Service Provider's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.

Certificate(s) of Insurance shall include the following:

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

Acceptability of Insurers: Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.

Primary and Noncontributory: With the exception of Workers' Compensation and Professional Liability insurance, the coverages to be maintained by Service Provider shall be primary, and any insurance or self-insurance maintained by the District shall be excess only, and shall not be required to contribute with it.

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. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Service Provider hereunder.

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: No policy required to be maintained by Service Provider shall be cancelled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.

Severability of Interest. A severability of interest provision must apply for the additional insureds, ensuring that Service provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

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

Subcontractor Insurance: Should the Service Provider use any subcontractor(s) to perform services under this Agreement, Service Provider shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Service Provider shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Service Provider and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).

District's Right to Modify Insurance Requirements: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

--end--

Purchase Order

SF UNIFIED SCHOOL DISTRICT

PROCUREMENT DEPARTMENT
135 VAN NESS AVENUE, ROOM 310
SAN FRANCISCO CA 94102
Office - 415-241-6468
Fax - 415-241-6487

Dispatch via Print

Purchase Order SFU-0000158878	Date 11/21/2022	Revision	Page 1
Payment Terms NOW	Freight Terms FOB DESTINATION	Ship Via COMMON	
Buyer CHAN, SUSAN	Phone x1604	Currency USD	

Ship To: HUMAN RESOURCES DEPARTMENT
555 FRANKLIN STREET, 2ND FLOOR
SAN FRANCISCO CA 94102
United States

Bill To: HUMAN RESOURCES DEPARTMENT
555 FRANKLIN STREET, 2ND FLOOR
SAN FRANCISCO CA 94102
United States
Board Meeting Of 12/13/22

Vendor: 0000076994
KINGMAKERS OF OAKLAND
745 ARIMO AVE
OAKLAND, CA 94610

PHONE:
Fax:

Tax Exempt? N	Tax Exempt ID:	PO Reference: 0000044916
Line-Sch	Item/Description	Mfg ID

			Quantity	UOM	PO Price	Extended Amt	Due Date
--	--	--	-----------------	------------	-----------------	---------------------	-----------------

1- 1 Contract	1.00	DOL	50,000.00	50,000.00	11/21/2022
Attn: Eva Belmonte-Pon					

DATE OF SERVICE: 8/24/22 - 6/30/23

SERVICE: KINGMAKERS OF OAKLAND WILL PROVIDE DIRECT SERVICE SUPPORT OF RECRUITMENT AND RETENTION STRATEGIES, PROFESSIONAL DEVELOPMENT SERVICES, INCLUDING DELIVERING TRAINING, COACHING, AND INSTRUCTION FORD ESIGNATED EMPLOYEE OR DEPARTMENT.

=====

DOLLAR AMOUNT: \$50,000.00

=====

CONTACT PERSON: D'ANDRE BALL
TELEPHONE NO: 415-241-6101 X 1236
EMAIL: BALLD@SFUSD.EDU

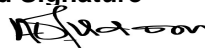
SubTotal PO Amount 50,000.00

Freight 0.00

Total PO Amount 50,000.00

All shipments, shipping papers, contracts, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments and contract modifications will not be accepted unless authorized by Buyer prior to shipment. Bills payable on complete shipments only.

Authorized Signature



**Agenda Item Details**

Meeting	Nov 15, 2022 - Regular Meeting
Category	I. CONSENT CALENDAR - RETROACTIVE CONTRACTS
Subject	13. Submission of a Retroactive Contract by Human Resources with Kingmakers of Oakland
Access	Public
Type	Action (Consent)
Preferred Date	Nov 15, 2022
Absolute Date	Nov 15, 2022
Fiscal Impact	Yes
Dollar Amount	50,000.00
Budgeted	Yes
Budget Source	01-90234-2023-0000-7400-5803-234
Recommended Action	Approval for Human Resources to submit a Retroactive Contract with Kingmakers of Oakland. 2211-15R12

Public Content**BACKGROUND:**

- a. Human Resources is seeking an exception to Board Policy 3312, Contracts, and requests board approval to submit a retroactive contract with Kingmakers of Oakland.
- b. The purpose of the contract is to provide recruitment support.
- c. Services were received by Human Resources beginning on September 28, 2022.
- d. This contract was not submitted in a timely fashion and services began without an approved contract because the contract had been signed, but the PO had not been issued.
- e. In submitting this request, I certify that I have discussed this situation with my immediate supervisor and we have developed a plan to ensure that the situation is not repeated.

REQUESTED BY: D'Andre Ball**APPROVED BY: Kristin Bijur**[44916 Kingmakers of Oakland \(Human Resources\) \\$50,000.pdf \(4,334 KB\)](#)

Administrative Content

Albie Udom on 11/08/2022: Please explain why the services began without an approved contract. That the contract was signed but a PO not issued is not a reason. A PO had not been issued because the contract had not been approved. Contrary to the reason you provided, the contract was actually signed in September, a full month after services had started.

Hi Albie, my apologies I was looking at the wrong date. I clarified with the person overseeing the contract and he indicated services didn't begin until 9/28, which was after the contract was signed. We had the misunderstanding that services could begin after the contract was signed since it is under the bid threshold, but learned after the fact that the PO had to be issued first. The time from when we submitted the signed contract in GOFAST to it being approved by budget and routed to the Contract's Office was 25 days. That's how this ended up being retroactive.

Albie Udom on 11/10/22: Please include your

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

REQUIRED SIGNATURES (Section 43 and Signature Block) FOR CONTRACT

Place an "X" (below) if you have obtained all required signatures

☐ **All required signatures obtained, including signature in Section 43**

Instructions: If your contractor's required insurance and endorsements are documented in the Insurance Database section in II (below), please mark the box in II (below) and you are finished. If the contractor's insurance information is not found in the Insurance Database in II (below), please complete the Insurance & Liability section in I (immediately below).

I. INSURANCE & LIABILITY**Instructions:** Complete and upload in GoFast, together with your contract.

Document	Attached?	Explanation/Comments
Insurance: <ul style="list-style-type: none"> Place an "X" next to each item required in Appendix C of the contract template & submit evidence of item marked. <u>Additional Insured Endorsement Requirements:</u> Must: (a) name the "San Francisco Unified School District, its Officers, Employees and Agents" or (b) be a blanket endorsement as required by a written contract. 		
<input type="checkbox"/> General Liability (COI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> GL Additional Insured Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Primary & Noncontributory Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Notice of Cancellation Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Auto Liability (COI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Auto Additional Insured Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Primary & Noncontributory Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Notice of Cancellation Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Workers Compensation (COI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Notice of Cancellation Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Sexual Abuse & Molestation (COI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Sexual Abuse & Molestation Additional Insured Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Primary & Noncontributory Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Notice of Cancellation Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Other (COI) (e.g., Professional Liability)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

II. INSURANCE DATABASE

- Go to: [Insurance Database](#)
- Confirm that the contractor for your contract has submitted the required insurance, including endorsements
Place an "X" (below) if you have confirmed that your contractor is in compliance with the insurance requirements in the database ☐ **All required insurance, including endorsements**

Please Read: The Procurement Department will not approve any contracts that are submitted without the certificate of insurance (COI) and required endorsements unless insurance coverage is confirmed for your contractor in the Insurance Database.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contract ("Agreement" or "Contract") is dated for convenience as of **AUGUST 10, 2022**, between the **San Francisco Unified School District** ("District") and **KINGMAKERS OF OAKLAND** ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

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

WHEREAS, California Public Contract Code § 20111 authorizes the District to purchase equipment, materials, or supplies in an amount under the bid threshold (\$99,100 for 2022 and adjusted annually for inflation) without formal bidding;

WHEREAS, the District desires Contractor to provide the **SUPPORT FOR SUCCESS IN RECRUITMENT AND RETENTION OF BLACK MALE TEACHERS AT SFUSD**, as detailed herein;

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, specifically, Government Code § 53060, or this Agreement falls under one of the other legal exceptions to competitive bidding requirements, specifically **INSERT THE SPECIFIC EXCEPTION THAT APPLIES**; and

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at **HUMAN RESOURCES**.

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 and when the performance of such services remotely is comparable to the in-person provision of such services. 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**

The term for these Services shall commence on **August 24, 2022** and shall expire on **June 30, 2023** ***unless terminated earlier pursuant to the terms of this Agreement***. The District, in its sole discretion, shall have two (2) options to extend the term of this Agreement for a period or periods of up to one (1) year each. The maximum term of this Agreement shall not exceed three (3) years. 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 District has no obligation to renew or extend this Agreement after expiration of its term.

3. **COMPENSATION**

Compensation to Contractor shall not exceed **fifty thousand dollars (\$50,000.00)**. ***The not to exceed amount is the maximum amount of compensation due to 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").

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

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 or stated in any approved amendment.
- c. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated.
- d. 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 United States Government, State of California or any other grantors, 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, state or local governmental 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 eleven thousand dollars (\$11,000.00), as adjusted by the Federal Civil Penalties Inflation Adjustment Act, 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.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

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.
- 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 California Education Code §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.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

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 (10) 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. Contractor expressly understands and agrees that in an event of default by the Contractor under this Agreement, this Agreement may be terminated for cause by the District and all of 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. Contractor further understands and agrees that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Contractor thirty (30) days written notice of such termination.
- c. Upon receipt of any notice of termination of this Agreement, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Contractor and District to third parties as a result of termination. All such actions shall be subject to prior approval by District and shall include, without limitation: canceling orders, assigning interests to the District, settling outstanding liabilities and claims, securing and safe-guarding District property, and halting or completing services in the manner specified by the District.
- d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest.
- e. Within thirty (30) days of 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, overnight courier; or electronic mail transmission (including portal document format) with "read receipt" requested,
- 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	HUMAN RESOURCES
HEAD OF SITE/DEPARTMENT	Kristin Bijur
CONTACT PERSON	D'Andre Ball
STREET ADDRESS	555 Franklin St. 2 nd Fl.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

CITY, STATE, ZIP	San Francisco, CA 94102
TELEPHONE	(415) 241-6101 EXT. 1236
EMAIL ADDRESS	balld@sfusd.edu

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	KINGMAKERS OF OAKLAND
CONTACT PERSON	Chris Chatmon
STREET ADDRESS	745 Arimo Ave
CITY, STATE, ZIP	Oakland, CA 94610
TELEPHONE	(510) 589-4658
EMAIL ADDRESS	chris@kingmakersofokland.org

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 ("Contracting Parties") will enter a District school site or facility in connection with performance of services under this Agreement or if Contracting Parties will be in contact with District staff, contractors, or students, then Contractor and Contracting Parties shall maintain compliance with local and state laws, health directives, orders, guidelines and policies with respect to COVID-19 health and safety, and District policies and practices with respect to COVID-19 health and safety, as updated from time to time.
- b. All costs to comply with the COVID-19 requirements are the Contractor's responsibility.
- c. Contractor shall indemnify, defend and hold harmless the District and its Board, 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 COVID-19 requirements.
- d. 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 California Education Code § 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 California Education Code § 45125.1 (citing California Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, a controlled substance offense as defined by California Education Code §

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

- 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 § 4852.01 *et seq.* for a serious or violent felony listed under California Education Code § 45122.1.
- 3) Contractor has the 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 California Education Code § 45125.1 (citing Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, or a controlled substance offense as defined by California Education Code § 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 California Education Code § 45125.1 *et seq.*, and maintain compliance throughout the duration of this Agreement with District.
- 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 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 §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.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

- e. Contractor shall indemnify, defend and hold harmless the District and its Board, 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 §§ 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 Board, 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. Contractor has the responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. Contractor has the obligation 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 for notifying 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

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

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 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 Board, 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 or in which such information is collected or received by Contractor on District's behalf 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 §§ 49073 *et seq.*. 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 that permit 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 between the Parties is in place 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.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

- 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 with 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 similarly accessible to the general public regardless of disabilities. 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 agrees that any breach 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 § 11165.7, and Contractor will submit reports of suspected child abuse or neglect to Child Protective Services ("CPS") as required by law. (California Penal Code § 11165.7; California Penal Code § 11164 *et seq.*) 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 of 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

Contractor understands and agrees 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;

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

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 Appendices to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.

39. **ENTIRE AGREEMENT**

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

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 Appendices 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 District board policies referenced in the Appendices; affirms that it is familiar with the laws, regulations, and District 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 District 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

43. STUDENT CONTACT DISCLOSURE

Will Contractor have **MORE THAN LIMITED CONTACT or FREQUENT OR PROLONGED CONTACT** with District students in the performance of this Agreement?

Check one:

☒ **YES**

☐ **NO**

If **YES**, Contractor must comply with the requirements of **Sections 18, 19 and 20** prior to Board ratification or approval.

I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.


Kristin Bijur
Head of Human Resources

9.26.22

Date: INSERT DATE SIGNED

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

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

KINGMAKERS OF OAKLAND

APPROVED:

DocuSigned by:
BY: Christopher Chatmon

Authorized Signature

INSERT NAME OF AUTHORIZED SIGNATORY

INSERT TITLE OF AUTHORIZED SIGNATORY

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY:

Kristin Bijur

☐

Deputy Superintendent, INSERT DEPT

☒

Chief, Human Resources

☐

Assistant Superintendent, INSERT DEPT

RECOMMENDED:

BY:

Signature of Site/Dept. Administrator

Kristin Bijur

Head of Human Resources

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.

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. Kingmakers of Oakland	
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 checked="" type="checkbox"/> Other (see instructions) ▶ Non-Profit	
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) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 745 Arimo Ave	Requester's name and address (optional)
6 City, state, and ZIP code Oakland, CA 94610	
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 I, 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.

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.

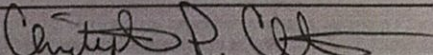
Social security number								
			-					
or								
Employer identification number								
3	8	-	4	1	0	5	7	6

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 4/29/2021
-----------	--	-------------------------

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 employer 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.

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:

- What services, deliverables (in detail) will be provided:

KingMakers Of Oakland will provide direct service support of recruitment and retention strategies, professional development services, including delivering training, coaching, and instruction for Designated Employee or department related to:

- 1) Best practices in maintaining a Grow Your Own program, recruitment (High School and Adult), preparation, placement, and retention;
 - Attending IHE meetings with SFUSD recruitment partners
 - Focus on recruiting black male high school students into education CTE pathways and dual enrollment at city colleges
 - Engagement of SFUSD alumni enrolled in local city college or 4 year universities
 - o Locally - support them in applying to para positions
 - o Targeted black male engagement at local universities, start with SFUSD alumni engagement
- 2) Coordination and facilitation of affinity/leadership development groups for aspiring diverse educators:
 - Test prep support for those who have earned their BA?
 - Incorporating black male administrators to support with engagement
- 3) Case management strategies for supporting individuals facing a wide range of barriers; and
 - Pre-surveys will be created to identify resources that are needed
 - Conducting a Needs assessment with cohort of potential educators
- 4) Data tracking, case management tools/systems, and project management tools.
 - Set tiered targets for the number of black male educators we'd like to engage
- 5) Access to KOO Black Male Teacher Network Programing (Trainings, Seminars, and Celebrations)

- When will services begin and end:

August 24, 2022 - June 30, 2023

- Where, How, and by Whom will services be provided:

Services will be a combination of virtual and inperson engagment. The program contact K.O. Wilson will support with mastering cultural identity facilitator engagement to support with credential program navigation. In addition, they will also support in identifying paraeducators who want to be teachers, but need support in enrolling in a city college program to obtain their associates degreee. There will also be cofacilitated events to to engage African-American educators and potential educators regarding career opporunities with SFUSD.

- Description of proposed outcomes of services:

Every year our HR department has a challegne in staffing positions for the Mastering Cultural Identify program that operates in some of our school sites. In addition, we have also experienced challenges with retaining these educators as well. By working with this organziation we aim to improve retention for these educators as well as to increase the pool of applicants in consideration for these roles as the program expands.

Currently the percentage of black educators within SFUSD is at 6%, with a little less than 2% being black males (2021 data). We aim to create recruitment and retenton trategies to improve these numbers so our students receive instruction from educators that look at them. For black students, there is a wealth of research that demonstrates these students tend to perform better academically when taught by someone who shares their racial background.

- Make sure to describe how services will be provided remotely if in-person Services are not possible or practical

A combination of in person and remote services will be provided.

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

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

APPENDIX B

SCHEDULE OF FEES AND CHARGES CALCULATION OF CHARGES

Total Cost of the Agreement (Not to Exceed Amount) fifty thousand dollars (\$50,000.00).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

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

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

\$9,000

Provide Technical Assistance to the Director of Certificated

Staffing: Facilitate and plan four (4) affinity group sessions with SFUSD Black teachers and principals

- Facilitate and plan two (2) teacher recruitment outreach events focused on Black male teacher candidates

\$34,500

Provide Strategic Advising SFUSD AALI and HR Departments: Monthly in-person and weekly virtual or phone sessions with SFUSD Central Office and AALI staff

- Advising and engaging with strategic Engaging with (e.g. City College of SF) EST. HOURS: 150 (15hrs/mo)
- Landscape review and analysis of SFUSD Paraprofessional to Classified framework
- Draft recommendations for improving SFUSD pathways programs (i.e. Black males, males of color)
- Draft recommendations for aligned partnerships to inform SFUSD educator diversification priorities

Indirect / Other Expenses To Be

Invoiced: 15% of Total Contract Costs

- Project budget does not include direct expenses.
- Direct expenses include

\$6,500

To be billed as actuals Travel expenses and accommodations to be billed based on actual reasonable and customary out-of-pocket expenses such as travel, meals, accommodations and other expenses specifically related to this engagement. For distance clients; 50miles from KOO Offices, these are estimated at 15% of total project cost, but will be billed based on actuals. Additional services may be negotiated as needed.

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

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 of the 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 not permitted and will be rejected unless approved by the procurement department.
- 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.

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.*

MINIMUM SCOPE OF INSURANCE:

1. **Commercial General Liability ("CGL"):** Insurance which shall be written on an "occurrence" basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability with limits no less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.
2. **Sexual Abuse & Molestation** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence or claim and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District's sole discretion, if the Service Provider has certified that it will have no contact with, or very limited contact with, the District's students in the performance of this Agreement.
3. **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.
4. **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. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the San Francisco Unified School District, its officers, officials, employees, and volunteers.
5. **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 claim, and two million dollars (\$2,000,000.00) aggregate.
Claims Made Policies (note –permissible only for professional liability and cyber coverages, unless otherwise approved by the District)
 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.

ADDITIONAL INSURANCE REQUIREMENTS

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

Additional Insured Status: With the exception of Workers' Compensation and Professional Liability insurance, and to the fullest extent permitted by law, the District, its Board, its officers, officials, employees, and volunteers shall be included as additional insureds with coverage as broad as ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations), or a blanket additional insured endorsement.

Verification of Coverage: Prior to the commencement of services pursuant to this Agreement, Service Provider shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Service Provider of the insurance requirements, nor decrease the liability of Service Provider under this Agreement. It is the Service Provider's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.

Certificate(s) of Insurance shall include the following:

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

Acceptability of Insurers: Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.

Primary and Noncontributory: With the exception of Workers' Compensation and Professional Liability insurance, the coverages to be maintained by Service Provider shall be primary, and any insurance or self-insurance maintained by the District shall be excess only, and shall not be required to contribute with it.

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. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Service Provider hereunder.

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: No policy required to be maintained by Service Provider shall be cancelled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.

Severability of Interest. A severability of interest provision must apply for the additional insureds, ensuring that Service provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

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

Subcontractor Insurance: Should the Service Provider use any subcontractor(s) to perform services under this Agreement, Service Provider shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Service Provider shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Service Provider and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).

Final 2. SFUSD – Organization/Professional Services Contractor Agreement: FY 2022-2023.v.2

District's Right to Modify Insurance Requirements: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

--end--