PLEASE READ CAREFULLY

1. **Under $25,000.00**. Three (3) quotes are **not** required (***with the exception of federally funded contracts over $10,000.01*** in which case three (3) quotes are required, together with completion of the Federal Funding form with all documents uploaded to Frontline).

2. **Over $25,000.01**. Three (3) quotes should be obtained, but contract sponsors are **not** required to upload the quotes to Frontline. Contract sponsor is responsible for ensuring compliance with the three (3) quotes requirement and must produce the quotes upon request from auditors or the Procurement Department.

The three (3) quotes can take the form (below).

(i) Email from contractor (with identifying information showing contractor as the sender);
(ii) Letter/quote/proposal on contractor's letterhead;
(iii) Price sheet taken from contractor's website (Best if SFUSD has a print-to-PDF with date of snapshot visible. This can be a screenshot, or a shopping cart converted to a PDF); or
(iv) Telephone call with contractor (could work only if documentation is in writing (i.e., signature of staff member certifying authenticity of quote, date of call, name of person spoken to, company name, etc.)

The Contract Department is not in possession of a contractor's list and to avoid the appearance of a conflict of interest, can neither recommend nor refer any contractors.

RECITALS SECTION	
Contractor Name	**Insert legal/official name of contractor**
Department/Site	**Insert name of site/department**
Total Cost	**$Insert amount in numbers**
Services	Brief description of the provision of services and deliverables
Multi-Year Contract	☐ Yes ☐ No
Please indicate how much will be spent for each fiscal year: FY 25-26 $, FY 26-27 $, FY 27-28 $	
Funding SACS Code (check all that apply)	☐ Unrestricted ☐ Restricted Local ☐ Restricted State ☐ Restricted Federal ☐ PTA/PTO Funds Enter SACS Code - Enter Resource Name - $Enter Amount Enter SACS Code - Enter Resource Name - $Enter Amount Enter SACS Code - Enter Resource Name - $Enter Amount

For federally funded contracts in excess of $10,000 please complete the linked form	Attach three (3) quotes and complete the federal funding form.
Check one	☐ Below the delegable amount ($119,100) ☐ Other ☐ Sole Source – please complete (i) sole source waiver form; and (ii) sole source resolution

ORGANIZATION/PROFESSIONAL SERVICES AGREEMENT

This Contract ("Agreement" or "Contract") is dated for convenience as of **INSERT TODAY'S DATE MONTH DAY, 20XX**, between the **San Francisco Unified School District** ("District" or "SFUSD") and **Insert legal/official name of contractor** ("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, $119,100) 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 **INSERT A LINE DESCRIBING THE SERVICES** for the following **INSERT A LINE DESCRIBING THE PURPOSE** as detailed herein; and

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at **Insert name of site/department.**

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 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 the 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 **INSERT FIRST DAY OF SERVICE - MONTH DAY, 20XX** and shall expire on **INSERT LAST DAY OF SERVICE - MONTH DAY, 20XX** (the "Term"), unless terminated earlier pursuant to the terms of this Agreement. The District, in its sole discretion, shall have the option to extend the Term of this Agreement for a period or periods of up to one (1) year each time. The maximum term of this Agreement shall not exceed five (5) 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 **INSERT CONTRACT DOLLAR AMOUNT IN WORDS** dollars (**$Insert amount in numbers)**. **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 of 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. **WORKPLACE VIOLENCE PREVENTION PLAN:** Contractor acknowledges receipt of and agrees to abide by District's Workplace Violence Prevention Plan, a copy of which can be found at the following link: Workplace Violence Prevention Plan. Contractor understands that failure to comply with this plan may result in termination of this Agreement by District.

18. **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**
HEAD OF SITE/DEPARTMENT	
CONTACT PERSON	
STREET ADDRESS	

CITY, STATE, ZIP	San Francisco, CA
TELEPHONE	( )
EMAIL ADDRESS	

b. NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	**Insert legal/official name of contractor**
CONTACT PERSON	
STREET ADDRESS (PO BOX not acceptable)	
CITY, STATE, ZIP	
TELEPHONE	( )
EMAIL ADDRESS	

c. **With Copy to:**
San Francisco Unified School District
Contract Office
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.

19. 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.

20. 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 may 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.

21. **<u>TUBERCULOSIS SCREENING REQUIREMENTS</u>:**

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.

22. 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.

23. 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.

24. **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.

25. 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.

26. 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.

27. 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.

28. OWNERSHIP OF RESULTS: Any newly-developed plans, specifications, studies, reports, memoranda, computation sheets, computer data files, artwork 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. In the case of artwork, Contractor agrees that in executing this Agreement, they expressly waive the provisions of 17 U.S.C. §106A(a)(2) & (3); (e)(1), 17 U.S.C. §113 (d)(1)(A) & (B), and California Civil Code § 987. 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.

29. 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.

30. 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.

31. 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.

32. 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.**

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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

41. 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.

42. 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.

43. 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.

44. **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.

45. 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.

46. **STUDENT CONTACT DISCLOSURE:**

Will Contractor have **MORE THAN LIMITED CONTACT or FREQUENT or PROLONGED CONTACT** with District Students or 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 20 & 21** 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.*** _____ **INSERT NAME OF SITE/DEPT ADMINISTRATOR** **INSERT NAME OF SITE/DEPT ADMINISTRATOR** Date: INSERT DATE SIGNED

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

Insert legal/official name of contractor

APPROVED:

BY: _____
INSERT NAME OF AUTHORIZED SIGNATORY
INSERT TITLE OF AUTHORIZED SIGNATORY

Date: INSERT DATE SIGNED

SAN FRANCISCO UNIFIED SCHOOL DISTRICT – Insert name of site/department

APPROVED:

BY: _____
INSERT NAME
☐ Associate Superintendent of INSERT DEPT
☐ Assistant Superintendent of INSERT DEPT
☐ INSERT TITLE, INSERT DEPT

Date: INSERT DATE SIGNED

RECOMMENDED:

BY: _____
INSERT NAME OF SITE/DEPT ADMINISTRATOR
INSERT NAME OF SITE/DEPT ADMINISTRATOR

Date: INSERT DATE SIGNED

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

Request for Taxpayer Identification Number and Certification

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

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

Please print or type See Specific Instructions on page 3.

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

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

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes:
☐ 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) ▸

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.

Requester's name and address (optional)

6. City, state, and ZIP code

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

Part I Taxpayer Identification Number (TIN)

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

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:

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

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

Sign Here	Signature of U.S. person ▸	**Date ▶**

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/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:
INSERT HERE

II. Description of proposed outcomes of Services:
INSERT HERE

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

IV. Description of where the Services will be provided:
INSERT HERE

V. Description of who will provide the Services (include applicable license information):
INSERT HERE

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 weapon-free and firearm-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 may 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 amount in numbers).

Note: Fees and charges should be hourly rates for Services, and flat rate fees are not permitted and will be rejected.

The rate of pay will be:

☐ Contractor will work at $ per hour

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.**

PROVIDE HERE A BREAKDOWN OF THE COSTS. THE COSTS SHOULD CORRELATE PAYMENT TO CONTRACTOR WITH PROVISION OF SERVICES AND TIMELINES DETAILED IN APPENDIX A. THE BREAKDOWN SHOULD LIST SEPARATELY AND IN DETAIL THE RATE(S) OF PAY, CHARGES, EXPENSES, ETC

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 the 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. 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 Contract Office. Contractor shall submit invoices to the District via the District's authorized representative referenced in Section 18 (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 of 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 form contractual liability.

b. **Sexual Abuse & Molestation Liability ("SAM"):** Insurance with limits of 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 of 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 a 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 of no less than one million dollars ($1,000,000.00) per claim, and two million dollars ($2,000,000.00) in the 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--