

**SFUSD CONTRACT WITH OUR KIDS FIRST
PREVIOUS CONTRACT 2018 - 2021**

**Agenda Item Details**

Meeting	Jun 26, 2018 - Regular Meeting
Category	C. CONSENT CALENDAR - BOARD MEMBERS MAY REMOVE OR SEVER ITEMS PRIOR TO VOTE
Subject	15. Memoranda of Understanding (MOU) - Authorization to Enter Into MOUs with Community Based Organizations 6/26/18 - Out of School Time J-Y
Type	Action (Consent)
Preferred Date	Jun 26, 2018
Absolute Date	Jun 26, 2018
Fiscal Impact	No
Budgeted	No
Recommended Action	The Board of Education authorizes the District to enter into the Memoranda of Understanding with community based organizations and/or agencies listed in the table below. 186-26B2




















BACKGROUND:

The District seeks to enter into the Memoranda of Understanding (MOU) with the organizations and agencies listed below. The services all relate to or directly support school staff, students and their families. MOUs may be for services at more than one school site. In accordance with the requirements of California law and Board Policy, all MOUs require Board approval. The Office of Community Partnerships shall maintain records of the site or sites at which an organization will provide services under an MOU with the District.

Ref. #	Community Organization, Agency or Service Provider	Program Name (if applicable)	Description of Services	Fiscal Year(s)
1	Jewish Community Center of San Francisco		Out of School program at their locations & collaboration at schools	2018 - 2021
2	Mission Education Projects, Inc.		Out of School Time program at own location	2018 - 2021
3	Mission YMCA		Out of School Time program at Monroe ES	2018 - 2021
4	Mission YMCA		Out of School Time at own location and schools	2018 - 2021
5	Mission Youth Soccer League		Out of School Time program at own location	2018 - 2021
6	Our Kids First		Out of School Time program at own location	2018 - 2021
7	Project Level		Out of School Time arts program	2018-19
8	Richmond District Neighborhood Center		OST program and collaboration at schools	2018 - 2021
9	San Francisco Friends School	Horizons Program	Out of School Time program at own location	2018 - 2021
10	Seven Tepees Youth Program		Out of School Time program at own location	2018 - 2021
11	Stonestown Family YMCA		OST program at Dianne Feinstein ES	2018 - 2021
12	Stonestown Family YMCA		OST program at Sunset ES	2018 - 2021
13	Stonestown Family YMCA		Out of School Time program at own location	2018 - 2021
14	Telegraph Hill Neighborhood Association		Out of School Time program at own location	2018 - 2021
15	Tenderloin Development Neighborhood Corporation		Out of School Time program at own location	2018 - 2021
16	Up on Top		Out of School Time program at own location	2018 - 2021
17	Village Project		Out of School Time program at own location	2018 - 2021
18	YMCA of San Francisco	Studio Lab program	Out of School Time program at Bayview YMCA	2018 - 2021
19	YMCA of San Francisco	Egnyte program	Out of School Time program at Bayview YMCA	2018 - 2021

REQUESTED BY: Kevin Truitt, Chief, Student, Family and Community Support Division

APPROVED BY: Dr. Vincent Matthews, Superintendent of Schools

-  MOU-Jewish Community Center of San Francisco-Term 2018-2021.pdf (6,419 KB)
-  MOU-Mission Education Projects-Term 2018-2021.pdf (6,010 KB)
-  MOU-Mission YMCA-Monroe ES-Term 2018-2021.pdf (6,250 KB)
-  MOU-Mission YMCA-Out of School Time-Term 2018-2021.pdf (6,496 KB)
-  MOU-Mission Youth Soccer League-Term 2018-2021.pdf (5,747 KB)  MOU-Our Kids First-Term 2018-2021.pdf (6,219 KB)
-  MOU-Project Level-Term 2018-19.pdf (5,800 KB)
-  MOU-Richmond District Neighborhood Center-OST programs-Term 2018-2021.pdf (6,094 KB)
-  MOU-Seven Tepees Youth Program-Term 2018-2021.pdf (6,001 KB)
-  MOU-Stonestown YMCA-Dianne Feinstein ES-Term 2018-2021.pdf (6,161 KB)
-  MOU-Stonestown YMCA-OST program at own location-Term 2018-2021.pdf (6,345 KB)
-  MOU-Stonestown YMCA-Sunset ES-Term 2018-2021.pdf (6,380 KB)
-  MOU-Telegraph Hill Neighborhood Association-Term 2018-2021.pdf (6,244 KB)
-  MOU-Tenderloin Development Neighborhood Corporation-Term 2018-2021.pdf (6,916 KB)
-  MOU-Up on Top-Term 2018-2021.pdf (5,517 KB)  MOU-Village Project-Term 2018-2021.pdf (5,801 KB)
-  MOU-YMCA of San Francisco-Egnyte program-Term 2018-2021.pdf (6,293 KB)
-  MOU-YMCA of San Francisco-Studio Lab program-Term 2018-2021.pdf (6,293 KB)
-  MOU-San Francisco Friends School-Horizons-Term 2018-2021.pdf (6,336 KB)



Summary of Information for Memorandum of Understanding

Agency Name: Our Kids First

Date: 06/11/2018 at 09:34:47

Agency contact for this MOU: Jackie Manion

Email: okfprogram@yahoo.com

Phone: (415) 585-1104

Proposed term for this MOU: Three years (FY2018-2019, FY2019-2020 and FY2020-2021)

DCYF-funded?: Yes

Location(s) to be served: Our Kids First, 5845 Mission Street #301 94112

SFUSD staff listed on MOU:

Administrator: Stefanie Eldred

Contact person: Stefanie Eldred

Program description: Our Kids First after school and summer programming is built on the core components: Tutoring & Mentoring, Common Core Standards, Service Learning, Arts Education, Leadership Development, and Parent & Family Engagement. Our programming allows for small group community building and individual exploration. Weekly theme units with state academic standards and individual student assessments to shape lesson plans during the academic enrichment component. In addition, to the regular school year, we supplement summer camp schedules with academically enriching activities to help prevent summer learning loss and equip youth with new skills and knowledge before they head back to school.

Main focus of services or program: Comprehensive, Daily Afterschool Program, with academic support, enrichment and recreation; Comprehensive Summer Program (daily program with a blend of activities)

Services provided: Curriculum and/or instruction over multiple sessions; Ongoing direct services to students, families and/or staff (such as counseling, case management, mentoring or coaching)

Time of day: After school, Holidays/Breaks from school,

How often services will be provided: Daily

Length of program: The whole school year

Specific student population: Services are available to any or all students (to number we have capacity to serve).

Eligibility requirements (if applicable): Not applicable

Contact with students: More than limited contact

Do you charge a fee for the program? Yes

You will provide food and/or beverages to students: Yes

Will you be serving food more than one time a week (at the same location)?: Yes

Additional District roles or responsibilities (as described in Section 5 of the MOU):

**MEMORANDUM OF UNDERSTANDING
BETWEEN SERVICE PROVIDER AND
THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding ("Agreement" as defined below), dated for convenience 6/11/2018, is entered into by and between Our Kids First ("Service Provider") and the San Francisco Unified School District ("District" or "SFUSD").

RECITALS

WHEREAS, Service Provider wishes to provide services to the District and/or its school sites as detailed herein; and

WHEREAS, the District wishes to make these services available to the District and/or its school sites; and

WHEREAS, Service Provider represents itself able and willing to provide such services to the District and/or its school sites as detailed herein;

Now, THEREFORE, the Parties agree to enter into this Agreement for Service Provider to provide to the District the services as detailed herein. This Agreement attaches and incorporates by reference as though fully set forth herein the Criminal Background Check/Tuberculosis Clearance Written Certification Form (collectively the "Agreement"). The following documents shall also be attached to this Agreement: **Insurance Certificates and Endorsement (See Section 6 for Insurance and Endorsement requirements).**

1. TERM; EFFECTIVE DATE

The term of this Agreement shall be FY2018-2019, FY2019-2020 and FY2020-2021, unless terminated earlier pursuant to Section 12 ("Termination"). This Agreement shall be effective upon approval in writing by the District's Board of Education and execution by the duly authorized representatives of the Parties.

2. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER

a. Service Provider will provide services at the following locations: **Our Kids First, 5845 Mission Street #301 94112**

b. Service Provider will provide the following services to the District:

Our Kids First after school and summer programming is built on the core components: Tutoring & Mentoring, Common Core Standards, Service Learning, Arts Education, Leadership Development, and Parent & Family Engagement. Our programming allows for small group community building and individual exploration. Weekly theme units with state academic standards and individual student assessments to shape lesson plans during the academic enrichment component. In addition, to the regular school year, we supplement summer camp schedules with academically enriching activities to help prevent summer learning loss and equip youth with new skills and knowledge before they head back to school.

c. Additional information about these services:

Service Provider will provide: Curriculum and/or instruction over multiple sessions; Ongoing direct services to students, families and/or staff (such as counseling, case management, mentoring or coaching)

Are services to be performed at a school site or sites? No Yes

Population to be served: Services are available to any or all students (to number we have capacity to serve).

Eligibility requirements (if applicable): Not applicable

When services will be provided: After school, Holidays/Breaks from school,

How often services will be provided: Daily

How long services will be provided: The whole school year

We will provide food and/or beverages to students: Yes

Service Provider will ensure that any such food or beverages provided comply with Section 24 ("Compliance with Laws; SFUSD Wellness Policy") of this Agreement.

Fees are charged for this program: Yes

Service Provider understands that no fees may be charged students or their families for activities or programs that take place during the regular school day.

3. ADDITIONAL SERVICE PROVIDER ROLES AND RESPONSIBILITIES

- a. Service Provider will designate a contact person under Section 13 ("Notice to the Parties"), to serve as its representative and to collaborate with District in the implementation of this Agreement.
- b. If Service Provider will provide services at a District school site or sites pursuant to this Agreement, Service Provider shall fulfill the following obligations in relation to services to be provided:
 - (1) Provide services at the school site or sites in a manner that is consistent with school site rules and requirements, including but not limited to school site visitor sign-in and field trip requirements.
 - (2) Provide services in a manner that is consistent with the direction of the school site administrator(s), who is charged by the District with the oversight of the school site(s).
 - (3) Provide services in a manner that is consistent with the District's Safe and Supportive Schools Resolution as embodied in Board Policy 5144 which calls for the use of a positive approach to student behavior, and the use of preventative and restorative practices to minimize the need for discipline and to maximize instruction for every student.
 - (4) Provide services and maintain standards of behavior consistent with professional conduct.
 - (5) Participate in an orientation meeting with school site staff which shall include an overview and discussion of the school site's Balanced Scorecard goals and objectives.
 - (6) Align services with the school site's Balanced Scorecard goals and objectives.
 - (7) Submit emergency contact information to school site staff for all Service Provider staff who will provide services at a school site pursuant to this Agreement.
 - (8) Confirm the commitment to provide services for the entire semester or school year as determined by the Service Provider and school site.
 - (9) Notify District contact person and, as applicable, school site liaison, of any Service Provider staff changes affecting this Agreement.
 - (10) Provide services that do not interfere with classroom work or disrupt the normal activities of the school site or sites.
 - (11) Submit documentation to school site of all students seen, as applicable.
 - (12) Follow all school site procedures. Service Provider shall only obtain access to personally identifiable student information from student records to the extent permitted under federal and state law, per Section 8 ("Proprietary Information of District: Student Information").
 - (13) Understand the need for flexibility when working with school sites, specifically related to scheduling of services and allocation of space and other school resources.
 - (14) Notify the school site staff if the Service Provider staff will be late or absent on assigned day.
 - (15) At least once per semester, meet with school site staff to discuss the effectiveness of the services being provided, and to contribute to the school site's Balanced Scorecard development process if requested.
 - (16) Service Provider will ensure all instruction and/or tutoring related to literacy will align with SFUSD's Comprehensive Approach to Literacy. Service Provider agrees to provide their curriculum and other materials needed for SFUSD to review as part of the process for approving this Agreement.
 - (17) Service Provider understands that no fees may be charged students or their families for activities or programs taking place during the regular school day.
 - (18) If Service Provider seeks use of a District school site facility outside of the regular school day, Service Provider will obtain an approved Facilities Use Permit, as required, from the District's Real Estate Office prior to any such use. Service Provider shall be responsible for complying with any District Facilities Use Permit requirements in the performance of this Agreement, and shall comply with all District processes and procedures for obtaining approval to utilize a District facility.

4. DISTRICT ROLES AND RESPONSIBILITIES

- a. District will designate a contact person under Section 13 ("Notice to the Parties"), to serve as its representative and to collaborate with Service Provider in the implementation of this Agreement.

- b. District agrees to the following obligations in relation to services to be provided at a school site, as applicable:
- (1) Provide an orientation for Service Provider staff that will be on-site, including an overview and discussion of the school site's Balanced Scorecard goals and objectives.
 - (2) Provide orientation materials on the school: map, bell schedule, teacher/room list, identification badges, etc.
 - (3) Provide school policies and procedures, including without limitation any sign-in procedures, field trip procedures, etc.
 - (4) Collaborate with Service Provider to determine student referral process, and criteria for student referral, as applicable.
 - (5) At least once per semester, meet with Service Provider to discuss the effectiveness of services.
 - (6) Notify Service Provider, to the extent possible, and as soon as possible, of any schedule change that will interfere with the provision of services.

5. ADDITIONAL DISTRICT ROLES AND RESPONSIBILITIES

In addition to the District's roles and responsibilities as specified in Section 4 ("District Roles and Responsibilities"), and as expressly provided for elsewhere in this Agreement, the District shall also be responsible for the roles and responsibilities listed below in this Section. (If this Section 5 ("Additional Roles and Responsibilities") is left blank, then the Parties agree that the District has no additional roles and responsibilities beyond those specified in Section 4 ("District Roles and Responsibilities") and as expressly provided for elsewhere in this Agreement.)

6. INSURANCE

- a. Without in any way limiting Service Provider's liability pursuant to the "Indemnification" section of this Agreement, Service Provider 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 \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two 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 Service Provider will have no contact with, or limited contact with, the District's students in the performance of this Agreement, and Service Provider 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 Service provider hereunder.
 - 2) Automobile Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence 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 Contracts Office provided that Service Provider will not use any automobile 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 Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. A waiver of the workers' compensation insurance requirements may be requested by Service Provider through the District's Contracts Office provided that Service Provider is a sole proprietor with no employees. The parties understand and agree that the District shall rely upon the representations that the Service Provider 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 Service Provider operations and/or performance under this Agreement.
 - 2) Service Provider 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 Service Provider operations and/or performance under this Agreement, Service Provider 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 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. Service Provider 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 Service Provider 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.** Service Provider 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 Service Provider to enter into a pre-loss agreement to waive subrogation without an endorsement, then Service Provider 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 Service Provider enter into a waiver of subrogation on a pre-loss basis. Service Provider 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 originating after such lapse shall 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, Service Provider 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. Service Provider 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 Service Provider of any of the insurance requirements set forth herein, nor decrease the liabilities and obligations of Service Provider hereunder.

7. INDEMNIFICATION

Service Provider 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, 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 Service Provider or Service Provider's agents or employees during the performance of this Agreement. Notwithstanding the foregoing, Service Provider 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 Service Provider or Service Provider's agents or employees.

8. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION

- a. Service Provider understands and agrees that, in connection with this Agreement, the Service Provider 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. Service Provider also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Service Provider to civil liability. Consequently, Service Provider agrees that all information disclosed by the District to the Service Provider shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Service Provider 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. Service Provider 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. Service Provider 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. **Service Provider shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Service Provider 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 Service Provider wishes to use confidential student data for purposes other than providing services to the District pursuant to this Agreement, such as for Service Provider's own program evaluation or research studies, or any such evaluation by any third-party funder of Service Provider, 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 Service Provider 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, Service Provider will complete and submit a Research Application to RPA and await approval or denial from RPA. If RPA approves Service Provider's Research Application, Service Provider must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA. Only if the Service Provider submits a Research Application to RPA that is approved by RPA, and Service Provider then fully executes a DUA with RPA, may the Service Provider receive, gather or use confidential student data for purposes other than providing services to the District pursuant to this Agreement, such as Service Provider's own program evaluation or research studies, evaluation by any third-party funder of Service Provider.
- d. Upon termination or expiration of this Agreement, if no subsequent agreement is in place between the Parties to allow Service Provider to have access to the District's confidential student data, then any such data that is in the possession of Service Provider shall be confidentially and securely

returned to District in all forms in which the Service Provider 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, Service Provider 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. Service Provider 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, Service Provider shall provide District with written certification that such destruction has occurred.

- e. Service Provider agrees that all employees, agents and/or volunteers shall sign the SFUSD Oath of Confidentiality prior to accessing any student records, and prior to receiving any confidential information about students or their families in meetings or conversations with SFUSD staff.
- f. Service Provider agrees to obtain a signed Authorization for SFUSD to Release Confidential Information form from each participating student's parent or guardian prior to obtaining access to student records.
- g. The confidentiality provisions herein shall survive the termination or expiration of this Agreement.

9. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION

a. Criminal Background Check

- 1) Service Provider is required to comply with the criminal background check provisions of Education Code Section 45125.1. Service Provider 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 Service Provider employees, agents, and volunteers will have more than limited contact with District students pursuant to this Agreement. Service Provider shall ensure that no Service Provider 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. Service Provider shall ensure that no Service Provider 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 Service Provider employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement, Service Provider shall complete and submit to the District the Criminal Background Check/ Tuberculosis Clearance Certification Form ("CBC/TB form") (ATTACHED). By signing and completing this form the organization is certifying, under penalty of law, that it is complying with the criminal background check requirement and subsequent arrest requirement.
- 4) Throughout the term of this Agreement, for any Service Provider employees, agents or volunteers that Service Provider hires or assigns subsequent to Service Provider'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, Service Provider 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 Service Provider's employees, agents or volunteers will have more than limited contact with District students pursuant to this Agreement. Service Provider'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 Service Provider 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 District's Cabinet-level Administrator supervising this Agreement will have the responsibility to make a reasonable determination of whether Service Provider, 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, Service Provider 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, Service Provider will immediately prohibit such employee, agent, or volunteer from having any contact with District students pursuant to this Agreement, and Service Provider will immediately notify the District of such arrest.
- c. Without limiting any other available legal remedies, failure by Service Provider to comply with this Section may result in termination of this Agreement at the District's sole discretion.

10. TUBERCULOSIS TESTING

- a. Service Provider 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. Service Provider 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 Service Provider is still rendering services to the District.
- b. The District shall not be responsible for the costs of the examination.
- c. Service Provider 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 District students pursuant to this Agreement have passed the tuberculosis test requirements.
- d. The tuberculosis clearance requirement applies only to Service Provider's employees, agents or volunteers who will have frequent or prolonged contact with students. Service Provider'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 Service Provider 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 District's Cabinet-level Administrator supervising this Agreement will have the responsibility to make a reasonable determination of whether Service Provider, its employees, agents or volunteers will have no contact or only limited contact with students. The District's determination shall control.
- e. Service Provider 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. Service Provider will maintain on file in Service Provider'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.

11. AUDIT AND INSPECTION OF RECORDS

Except as otherwise prohibited by law, Service Provider 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 Service Provider's performance of this Agreement, whether funded in whole or in part under this Agreement. The Service Provider 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.

12. TERMINATION

This Agreement may be terminated at any time in writing by the District or upon agreement of both Parties. In the alternative, this Agreement may be terminated upon thirty (30) days written notice by Service Provider. Such termination shall not be deemed to be a breach of this Agreement.

13. NOTICE TO THE 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:

DISTRICT SITE/DEPARTMENT	Out of School Time Programs
ADMINISTRATOR	Stefanie Eldred
CONTACT PERSON	Stefanie Eldred
STREET ADDRESS	555 Franklin Street
CITY, STATE, ZIP	San Francisco CA 94102
TELEPHONE	(415) 750-4500
EMAIL ADDRESS	eldreds@sfusd.edu

NOTICE ALSO TO THE DISTRICT CONTRACTS OFFICE:

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

NOTICE TO THE SERVICE PROVIDER:

SERVICE PROVIDER	Our Kids First
CONTACT PERSON	Jackie Manion
STREET ADDRESS	5845 Mission Street #301
CITY, STATE, ZIP	San Francisco California 94112
TELEPHONE	(415) 585-1104
EMAIL ADDRESS	okfprogram@yahoo.com

14. USE OF NAME; MARKETING

Excluding a simple statement or acknowledgement that Service Provider has a written agreement with the District, Service Provider 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.

15. STATUS OF SERVICE PROVIDER AND DISTRICT; INDEPENDENT CONTRACTOR

Service Provider and any agent or employee of Service Provider shall be deemed at all times to be an independent contractor and not an employee of the District. Service Provider shall be responsible for the manner in which it performs the services under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Service Provider or its agents and employees.

16. 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 Service Provider, or by any of its employees or agents, even though such equipment may be loaned, furnished or rented to Service Provider by the District.

17. 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.

18. ENTIRE AGREEMENT; MODIFICATION OF AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior oral or written provisions. 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.

19. DISPUTE RESOLUTION; ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Prior to any action or resort to any other legal remedy, District and Service Provider 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 Service Provider'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. Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the District's Superintendent who shall decide the true meaning and intent of the Agreement.

20. SUBCONTRACTING

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

21. ASSIGNMENT

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

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

- a. The District is committed to providing equal opportunity for all individuals in education. Service Provider understands and agrees that in providing services to the District, it is Service Provider'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 Service Provider will provide to the District under this Agreement include the provision of services to students, Service Provider further understands and agrees that, in providing such services to the District, Service Provider 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 Service Provider's services under this Agreement, Service Provider agrees topics shall be relevant to the student activity and should 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. Service Provider 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. Service Provider hereby represents and affirms that it is Service Provider'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. Service Provider 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.

- 23. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**
Service Provider 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. Service Provider shall provide the services specified in the 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. Service Provider 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 Service Provider, its employees, agents or assigns will constitute a material breach of this Agreement.
- 24. COMPLIANCE WITH LAWS; SFUSD WELLNESS POLICY**
Service Provider 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. Any Service Provider provision of food, beverages, or snacks to SFUSD students shall be consistent with the SFUSD Wellness Policy.
- 25. COMPLIANCE WITH BOARD POLICY 4019.1; PROFESSIONAL ADULT/STUDENT BOUNDARIES**
Service Provider acknowledges that all adults providing services in the District are expected to maintain professional, moral and ethical relationships with students that are conducive to an effective, safe learning environment. Service Provider will require each individual employee providing services under this Agreement to sign and acknowledge receipt of the District's Board Policy 4019.1, which outlines appropriate and safe boundaries between adults and students.
- 26. COMPLIANCE WITH BOARD POLICY 5145.10; CITIZENSHIP STATUS**
The District is committed to establishing a safe haven for all students regardless of citizenship status. Service Provider understands and agrees that in providing services to the District, Service Provider will comply with Board Policy 5145.10 which states that the District will refrain from recording or maintaining any information about citizenship status, not required under the law. Service Provider further understands that citizenship status is a student record protected by the Family Education Rights and Privacy Act (20 USC 1232g) and Board Policy (including but not limited to BP 4420). Section 8 of this MOU applies to any requests for student information, including from Immigration Officials. Further, Immigration Officials or Representatives that contact the Service Provider for access to students at the school site shall be asked to go to the SFUSD Central Office at 555 Franklin to seek approval for access to the school site and students from the Superintendent's Office or Legal Office.
- 27. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT**
If Service Provider will provide services at a schools site and work with District students pursuant to this Agreement, Service Provider is a mandated reporter of suspected child abuse or neglect under California Penal Code section 11165.7, and Service Provider 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 Service Provider shall maintain copies of such reports. Such Service Provider is requested, but is not required, to notify the District school site administrator when a CPS report has been filed.
- 28. 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.
- 29. SECTION HEADINGS**
The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 30. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

- a. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). However, in some cases where an emergency situation arises or to expedite processes, a fax copy or copy of the contract with revisions appropriately initialed may serve as the original contract.
- 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.

31. 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.

32. NO CHARGE TO THE DISTRICT

Parties acknowledge and agree services are free to the District and Service Provider shall not require payment in any form from the District for services hereunder.

PARTY SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement.


For Our Kids First

For SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

RECOMMENDED:

BY: 
Authorized Signature
Jackie Manion
Executive Director

BY: 
Signature of Site/Dept. Administrator
Stefanie Eldred
Community Schools and Family Partnerships

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

Name of Service Provider*:	Our Kids First
Services to be performed under the Agreement:	Our Kids First is a non-profit organization committed to providing academic programming through after school and summer, social and cultural enrichment to elementary school children.
Schools/Locations where services are being performed*:	Our Kids First, 5845 Mission Street #301 94112
Term of Agreement*:	FY2018-2019, FY2019-2020 and FY2020-2021

*Provided as a summary only; the provisions in the Agreement regarding this subject matter shall control.

Service Provider shall check the applicable boxes and fill in any applicable blanks.

CRIMINAL BACKGROUND CHECK		
1.	<input type="checkbox"/>	LIMITED OR NO CONTACT with District students (as defined by District) in the performance of this Agreement. By checking this box, Service Provider 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 checked="" type="checkbox"/>	MORE THAN LIMITED CONTACT with District students (as defined by District) in the performance of this Agreement. By checking this box, Service Provider certifies that its employees, agents and/or volunteers who perform services under this Agreement 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. Service Provider certifies that it has requested subsequent arrest notification for these individuals.
TUBERCULOSIS CLEARANCE		
3.	<input type="checkbox"/>	LIMITED OR NO CONTACT with District students with District students (as defined by District). By checking this box, Service Provider certifies that its employees, agents and/or volunteers will have no contact or only limited contact with District students in the performance of this Agreement.
4.	<input checked="" type="checkbox"/>	MORE THAN LIMITED OR PROLONGED CONTACT with District students in the performance of this Agreement. By checking this box, Service Provider certifies that its employees, agents and/or volunteers will have more than limited or prolonged contact with District students in the performance of this Agreement.

Further Certification by Independent Contractor/Service Provider ("Service Provider"): By signing below, Contractor agrees to the following statements and further certifies the information it provided above: "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."

<i>Jackie Manion</i>	6/11/18	<i>[Signature]</i>	6/12/18
Service Provider Signature	Date	Administrator Signature	Date
Jackie Manion		Stephanie Eldred	
Print name of Signatory		Print name of Administrator	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2018

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 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 Church & Casualty Ins Agency Inc 3440 Irvine Ave Newport Beach CA 92660		CONTACT NAME: Kristen Galvan PHONE (A/C, No, Ext): (800) 985-7525 FAX (A/C, No): (800) 985-7521 E-MAIL ADDRESS: kristen@churchandcasualty.com	
INSURED OUR KIDS FIRST 6045 MISSION ST #301 SAN FRANCISCO CA 94112-4017		INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Co NAIC # 18787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL185300209 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 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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0187061-02-977259	03/05/2017	03/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Medical payments \$ 15,000
	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			0187061-02-977259	03/05/2017	03/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder San Francisco Unified School District, its Board, officers and employees is named additional insured but only with respects to the activities of the Named Insured on the above described premises. All activities/operations not specifically run/or conducted by the Named Insured are EXCLUDED. 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.
(30) days notice to the District of cancellation applies except in the event of non-payment of premium where 10 days notice applies.

CERTIFICATE HOLDER San Francisco Unified School District Its Board, Officers & Employees 135 Van Ness St. Rm 102 San Francisco CA 94102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kristen Galvan</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY - PRIMARY**

Additional Insured Person(s) or Organization(s):		
Name: San Francisco Unified School District Its Board, Officers & Employees		
Address: 135 Van Ness St. Rm 102		
San Francisco City	CA State	94102 Zip
Activity: Certificate holder San Francisco Unified School District, Its Board, officers and employees is named additional insured for Grant and hosting of SFUSD students but only with respects to the activities of the Named Insured on their premises. All activities/operations not specifically run/or conducted by the Named Insured are EXCLUDED. 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, (30) days notice to the District of cancellation applies except in the event of non-payment of premium where 10 days notice applies.		
Date(s): Ongoing		

The General Liability Additional Provisions Form is amended to add the following:

The Who is An Insured paragraph is amended to include as an insured the person(s) or organization(s) as shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability arising solely out of the operations of the Named Insured that are directly related to the activity shown above and only for the dates shown above.

Subject to paragraph one above, the insurance provided by this endorsement is primary to any applicable insurance issued specifically to the person(s) or organization(s) identified above and no insurance of the person(s) or organization(s) listed above shall be called on to contribute to a loss, notwithstanding any provision to the contrary in the General Liability Coverage Form.

The insurance afforded by this endorsement shall not be canceled except after 30 days prior written notice has been given to the insured organization listed above.

**SFUSD CONTRACT WITH OUR KIDS FIRST
EFFECTIVE 9/7/21**

ORGANIZATION/PROFESSIONAL SERVICES CONTRACTOR AGREEMENT

This Contract ("Agreement" or "Contract") is dated for convenience as of **SEPTEMBER 7, 2021**, between the **San Francisco Unified School District** ("District") and **OUR KIDS FIRST** ("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 **ACCESS AND EQUITY, STATE AND FEDERAL/CURRICULUM AND INSTRUCTION**

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 **September 13, 2021** shall expire on **May 12, 2022** *unless terminated earlier pursuant to the terms of this Agreement.*
3. **COMPENSATION**
Compensation to Contractor shall not exceed **Two Hundred dollars (\$200.00)**. *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	ACCESS AND EQUITY, STATE AND FEDERAL/CURRICULUM AND INSTRUCTION
HEAD OF SITE/DEPARTMENT	Roderick Castro
CONTACT PERSON	Helen Pettiford/Etoria Cheeks
STREET ADDRESS	175 25 th Avenue
CITY, STATE, ZIP	San Francisco, CA 94121
TELEPHONE	(415) 533-0262
EMAIL ADDRESS	pettifordh@sfusd.edu & cheekse@sfusd.edu

NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	OUR KIDS FIRST
CONTACT PERSON	Jackie Manion
STREET ADDRESS	5845 Mission Street
CITY, STATE, ZIP	San Francisco, CA 94112
TELEPHONE	(415) 602-4806/ (415) 585-1104
EMAIL ADDRESS	jackie@okfprogram.com

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

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

18. COVID 19 HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR

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

19. CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS

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

20. TUBERCULOSIS SCREENING REQUIREMENTS

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

21. CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT

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

22. CONFLICT OF FINANCIAL INTEREST

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

certifies that it does not know of any facts that constitute a violation of such provisions; and agrees to promptly notify the District if it becomes aware of any such facts during the term of this Agreement. Please refer to the following links for the complete text of **Board Rule and Procedure 9270** and **Appendix to Board Rule and Procedure 9270**: (right click to open link)
<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGUTL477D602>
<http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AWU6KM1553E4>

23. **NON DISCRIMINATION**

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

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

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

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

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

25. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

26. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT

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

27. OWNERSHIP OF RESULTS

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

28. AUDIT AND INSPECTION OF RECORDS

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

29. SUBCONTRACTING

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

30. ASSIGNMENT

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

31. FORCE MAJEURE

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

32. WAIVER

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

33. DISPUTE RESOLUTION

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

34. COMPLIANCE WITH LAWS AND REGULATIONS

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

35. MODIFICATION OF AGREEMENT

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

36. USE OF NAME; MARKETING

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

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

37. GOVERNING LAW; VENUE

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

38. SECTION HEADINGS

The section headings contained herein are for convenience of reference only and are not intended to define the scope of any provision of this Agreement. In the event of any inconsistency between the *terms* of this Agreement and language set forth in any Appendix to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms

39. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the Parties to this Agreement. In the event of any inconsistency between the terms of this Agreement and language set forth in any Appendix to this Agreement, the terms of this Agreement shall take precedence in resolving the conflicting terms.

40. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

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

41. SEVERABILITY

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

42. APPENDICES.

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

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

(Continued on next page)

43. STUDENT CONTACT DISCLOSURE

<p>Will Contractor have <u>MORE THAN LIMITED CONTACT or FREQUENT OR PROLONGED CONTACT</u> with District students in the performance of this Agreement? Check one:</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If YES, Contractor must comply with the requirements of Sections 18, 19 and 20 prior to Board ratification or approval.</p>	<p><i>I have reviewed and affirm that the Contractor has correctly disclosed the level of student contact associated with the services provided under this Agreement.</i></p> <hr/> <p>Roderick Castro Ed.D Director, State and Federal</p> <hr/> <p>Date: September 3, 2021</p>
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IN WITNESS WHEREOF the Parties hereto have executed this Agreement as approved/ratified by the Board of Education on _____.

OUR KIDS FIRST

APPROVED:

BY: Jackie Manion
 Authorized Signature
Jackie Manion,
Executive Director

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: _____
Dr. Nicole Priestly
 Deputy Superintendent,
 Chief, Curriculum and Instruction
 Assistant Superintendent,

RECOMMENDED:

BY: _____
 Signature of Site/Dept. Administrator
Roderick Castro Ed.D
Director, State and Federal

TAXPAYER INFORMATION – W9

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

**Request for Taxpayer
Identification Number and Certification**
▶ Go to www.irs.gov/FormW9 for instructions and the latest information

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

Please print or type
See Specific Instructions on page 3.

<p>1. Name (As shown on your income tax return) <u>Name is required on this line; do not leave this line blank.</u> OUR KIDS FIRST</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: <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 checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ 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. <input type="checkbox"/> Other (see instructions) ▶</p> <p>5. Address (number, street, and apt. or suite no.) See instructions. 5845 MISSION STREET</p> <p>6. City, state, and ZIP code SAN FRANCISCO, CA 94112</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): Exempt payee Code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Jacquelyn V. Manuosi</i>	Date ▶ 9/10/21
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General Instructions

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

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions).
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.* (refer to <http://www.irs.gov/pub/irs-pdf/tw9.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:

Our Kids Frist will provide a supplemental after-school program for African American/Black Students, serving up to 20 youth in grades K-12, including homework help, academic tutoring, mentoring, and social, emotional support. These services address the needs of African American/Black students in the San Francisco Unified School District and support student access to high-quality tutoring services to increase academic achievement. Our Kids First will integrate the benefit of one SFUSD teacher to enhance their supplemental after school program.

If in-person services are not possible or practical, virtual options will be made available.

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) Two Hundred dollars (\$200.00).

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 \$200.00. **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

1.) Compensation

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

2.) Method of Payment

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

--end--

APPENDIX C

INSURANCE REQUIREMENTS

Service Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Service Provider, his or her agents, representatives, employees or sub-providers. **Note:** *Professional liability insurance coverage is normally required if the Service Provider is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Service Providers, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with the District's Risk Manager.*

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

MINIMUM SCOPE OF INSURANCE:

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

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

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

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

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

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

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

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

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

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