Request for Qualifications (RFQ) for

Legislative Advocacy

Nancy Waymack, Executive Director of Policy & Operations

DATE ISSUED: Monday, September 26, 2011
Pre-proposal Conference: Wednesday, October 5, 2011
Deadline for Submission: Friday, October 14, 2011
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I. Introduction

The mission of the San Francisco Unified School District (SFUSD) is to provide each student with an equal opportunity to succeed by promoting intellectual growth, creativity, self-discipline, cultural and linguistic sensitivity, democratic responsibility, economic competence, and physical and mental health so that each student can achieve his or her maximum potential.

The vision of the district’s strategic plan, “Beyond the Talk”, is that every SFUSD student will graduate from high school, college and career with the skills, capabilities and dispositions necessary for the 21st century. Beyond the Talk is guided by three goals:
Goal 1: Access and Equity – Make social justice a reality
Goal 2: Achievement – Engage high achieving and joyful learners
Goal 3: Accountability – Keep our promises to students and families

SFUSD is a large urban school district serving over 55,000 students from diverse backgrounds.

Purpose of this Request for Qualifications

SFUSD is issuing this Request for Qualifications (RFQ) to identify a consultant/service contractor to provide comprehensive legislative advocacy services. Specifically, this includes providing support to the District by monitoring and identifying key state policy and budget issues; conducting bill analysis of major education proposals; providing legislative representation on behalf of the SFUSD; coordinating staff participation in legislative committees; and presenting to the Board of Education’s Rules, Policy and Legislation Committee.

At a minimum, the contractor will be expected to provide monthly written or oral reports on major education legislative proposals. A consistent account lead will represent the District in discussions with elected officials and with regulatory agencies as needed. The account lead will also track the budget development process and provide staff with timely updates throughout the budget process including a summary of the Governor’s Proposed Budget, the May Revision and the enacted State budget.
II. RFQ Timeline and Important Elements

Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFQ Release Date</td>
<td>Monday, September 26, 2011</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>Wednesday, October 5, 2011</td>
</tr>
<tr>
<td>RFQ Due Date</td>
<td>Friday, October 14, 2011</td>
</tr>
<tr>
<td>RFQ Evaluation and Interview Period</td>
<td>October 17- November 1, 2011</td>
</tr>
</tbody>
</table>

Dates may be subject to change

SUBMISSION REQUIREMENTS

To apply in response to this Request for Qualifications (RFQ), please mail, e-mail, or hand-deliver your qualifications packet by **5:00 p.m. on Friday, October 14, 2011** to:

San Francisco Unified School District  
555 Franklin Street, 3rd Floor  
San Francisco, CA 94102  
ATTN: Nancy Waymack, Executive Director of Policy & Operations  
waymackn@sfusd.edu

If you provide hard-copy materials, please provide 3 double-sided copies.

Pre-Proposal Conference

For questions about this RFQ and to participate in the pre-proposal conference, contact Nancy Waymack by email at waymackn@sfusd.edu. Please use “Advocacy RFQ Questions” in the subject line. You will receive a conference call number and pass code for use on the call.

**Date:** Wednesday, October 5, 2011  
**Time:** 4:00-5:00 pm  
**Location:** via conference call

The Pre-Proposal Conference is held in order to:

- review the RFQ requirements and format  
- respond to questions from applicants  
- SFUSD will provide written questions and answers from the Pre-Proposal Conference within 3 business days at [www.sfusd.edu](http://www.sfusd.edu).
III. Requirements

Effective advocacy gives San Francisco schools, students and families a voice at the policy-making table and leads to more resources and state-wide structures to benefit students. With effective advocates in Sacramento, SFUSD is able to understand the impact of legislative and regulatory proposals, make alternative proposals when appropriate, share the likely impact and advocate for the most favorable outcome for students.

SFUSD seeks to contract with an applicant with the experience and capacity to provide the following services:

- Provide a monthly synopsis of education legislation when the legislature is in session;
- Provide legislative representation on behalf of SFUSD;
- Shepherd original proposals through the legislative process;
- Coordinate staff participation in legislative committees;
- Present to the Board of Education’s Rules, Policy and Legislation Committee; and
- Track the budget development process and provide staff with timely updates throughout the budget process.

MINIMUM EXPERIENCE
Applicants must have a proven track record of providing successful advocacy for at least five (5) years with a preference for ten (10) years or more of relevant experience. This includes evidence of expertise and knowledge of the current political climate, with particular knowledge of education policy in California.

SFUSD CONTRACTUAL REQUIREMENTS
A SFUSD Board of Education resolution will be prepared for the selected contractor. Once the resolution is approved, a Services Agreement for Organizations will be completed and the contractor must be compliant with all requirements therein (e.g. scope of work, fees for services, insurance, etc.) See attached contract template.
IV. Components of the RFQ and Submission Instructions

Please provide the following components in the response to the RFQ.

A. Cover page (1 page)

Submit a brief letter of introduction and executive summary of the response to the RFQ on agency’s letterhead. The letter must be signed by the chief executive of the agency, which authorizes the agency to obligate the firm to perform the commitments contained in the proposal. The letter indicates that your agency is willing and able to perform the commitments contained in the proposal.

B. General Overview and Summary

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<th>RFQ Contact</th>
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<tr>
<td>Agency/Organization Name:</td>
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<tr>
<td>Contact Name:</td>
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<tr>
<td>Title:</td>
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<tr>
<td>Street Address:</td>
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<td>City &amp; Zip Code:</td>
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<td>Telephone:</td>
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<td>e-mail:</td>
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<td>Website:</td>
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<tr>
<th>General Information</th>
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<tr>
<td>What is the agency’s mission?</td>
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| Number of years providing government relations / legislative advocacy services? |
| What is your agency’s current overall budget? $ |
| Is your agency currently providing contract services for SFUSD? Yes / No |
| If yes, for which departments? |

C. Content

1. Agency

What makes your agency/firm uniquely capable to implement the advocacy services sought after by this RFQ? Provide a brief description of the agency and address the
practices, requirements and satisfaction in meeting the minimum experience qualifications.

2. **Experience**
   Provide a description of up to three (3) currently or recent instances of successful advocacy managed by your agency/firm. Include name of the client, project summary, staff members who worked on each project and their roles, challenges and successes of the project, and address the proposal components met through the project.

3. **Staffing**
   Provide a list identifying key staff members on this project team and the role each will play with respect to the SFUSD account. Identify who will serve as the overall account manager. Provide resumes for each of the key staff members on the project listed above.

4. **Proposed Costs for the Project**
   Provide the estimated cost of performing the advocacy services as outlined in this RFQ along with a narrative of how fees are calculated. If there is more than one fee structure option, please provide all options.

5. **References**
   Provide references for the organization and the lead project manager, including the name, address, telephone and email of up to five (5) recent customers (preferably other public school districts).

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Please mail, e-mail or hand-deliver one copies of your response to the RFQ by 5:00 p.m. on Friday, October 14, 2011 to:

San Francisco Unified School District
555 Franklin Street, 3rd Floor
San Francisco, CA 94102
ATTN: Nancy Waymack, Policy & Planning
waymackn@sfusd.edu
V. Evaluation Criteria

The District reserves the right to waive any irregularities or defects in any of the submissions at the discretion of district staff. The District reserves the right to reject all proposals, cancel this RFQ, postpone this RFQ, or change the timeline for this process at any time. Submitted proposals shall not be treated as public records under the California Public Records Act (Cal. Govt. Code sec. 6250 et seq.) until a final list is generated.

A representative committee will review and assess all proposals submitted. Proposals will be evaluated pursuant to minimum experience and components of the proposal. This evaluation will include the quality and quantity of successful relevant experience as well as demonstrated level of organizational capability. SFUSD may request further information and / or an interview from an applicant(s) before making a final decision.

For questions, please contact:

Nancy Waymack, Executive Director of Policy and Operations
(415) 355-7356
waymackn@sfusd.edu
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONTRACT COVER SHEET / LIST OF REQUIRED ATTACHMENTS

Contractor must submit to SFUSD, with its signed contract:

- W-9 form (attached to contract).
- Criminal Background Check / Tuberculosis Written Certification Form (attached to contract).
- Insurance certificates and endorsements as described in the contract/MOU under the “Insurance” clause—including a certificate naming SFUSD, its Board, officers, and Employees as additional insured. (To be obtained by the contractor.)
- Other documents as may be called for by the terms of the contract.

Contractor must not submit to SFUSD:

- **Do not submit:** Criminal background check (CBC) clearances issued by the California Department of Justice (DOJ) to the contractor regarding contractor’s employees.
- **Do not submit:** Tuberculosis (TB) screening reports from physicians of contractor’s employees.

If, under the contract, contractor’s employees will have more than limited contact with SFUSD students, the contractor MUST provide written certification that its employees have cleared a criminal background check with DOJ, and a TB test. The two types of documents listed immediately above are necessary supporting documents that the contractor must have in order to truthfully and accurately complete the Criminal Background Check / Tuberculosis Written Certification Form. However, these supporting documents are not to be submitted to SFUSD.

**Only the completed Criminal Background Check / Tuberculosis Written Certification Form (attached to contract) shall be submitted by contractor to SFUSD, to certify in writing that contractor has met all applicable CBC/TB requirements regarding its employees.**
SERVICES AGREEMENT FOR ORGANIZATIONS

This Agreement is dated for convenience **Insert today's date** and is entered into between **insert legal/official name of Contractor** (hereinafter “Contractor”) and the San Francisco Unified School District (hereinafter “District”).

**RECITALS**

Whereas, the District desires Contractor **insert short description of services required by the District** and

Whereas, Contractor represents itself able and, for a consideration, willing to perform the services for/at **insert name of Site**.

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

**A. TERM OF THE AGREEMENT/ EFFECTIVE DATE OF AGREEMENT**

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

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

**B. SERVICES CONTRACTOR AGREES TO PERFORM**

Contractor agrees to perform the services provided for in the attached Appendix A, “Description of Services.”

**C. COMPENSATION**

Compensation to Contractor shall not exceed **[Insert contract dollar amount in WORDS]** dollars ($**[Insert contract dollar amount in numbers]**). The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached **Appendix B (“Calculation of Charges”)**. Contractor shall submit invoices for services rendered to the District within thirty (30) days of service provision. Contractor shall furnish invoices in a form acceptable to the District. All amounts paid by the District to the Contractor shall be subject to audit by the District. Upon receipt of an acceptable invoice for payment, payment shall be made in a reasonable time upon approval by the District Site or Department Head, in his or her sole discretion that the services, set forth in **Section B (“Services Contractor Agrees to Perform”)** of this Agreement, have been rendered satisfactorily, and in a professional and timely manner in accordance with this Agreement. Such payment shall be made to the address specified in Section D ("Notice to the Parties"). If the District and Contractor mutually agree that the scope of work described herein is increased, the Agreement may also be increased provided that there is a prior written modification to the Agreement in accordance with **Section 25 (“Modification of**
of the General Terms and Conditions and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated. In no event shall the District be liable for interest or late charges for late payments.

D. NOTICE TO PARTIES

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

NOTICE TO THE DISTRICT:

<table>
<thead>
<tr>
<th>SITE/DEPARTMENT</th>
<th>HEAD OF SITE/DEPARTMENT</th>
<th>CONTACT PERSON</th>
<th>STREET ADDRESS</th>
<th>CITY, STATE, ZIP</th>
<th>TELEPHONE/FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>San Francisco, CA</td>
<td>415. (TEL) 415. (FAX)</td>
</tr>
</tbody>
</table>

NOTICE TO THE DISTRICT CONTRACT OFFICE:

San Francisco Unified School District
Contracts Office
135 Van Ness Street, Room 102
San Francisco, CA 94102
415-355-6963 (TEL) 415-522-6711 (FAX)

NOTICE TO THE CONTRACTOR:

| CONTRACTOR | CONTACT NAME | STREET ADDRESS | CITY, STATE, ZIP | TELEPHONE/FAX | EMAIL ADDRESS |
IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written per Board Resolution #: #: INSERT APPROVED RESOLUTION NUMBER - IF NOT KNOWN PLEASE TYPE AN "UNDERLINE" I.E., ______ approved on the following date - IF NOT KNOWN PLEASE TYPE AN "UNDERLINE" I.E., ________.

[See attached ‘Approved K-Resolution’.

insert name of Contractor

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

By:______________________________
Authorized Signature

Joseph C. Grazioli
Chief Financial Officer

APPROVED AS TO FORM:

BY:_____________________________________
Maribel S. Medina, General Counsel
(N/A if <= $25,000)

REVIEWED:

Contracts Office

RECOMMENDED:

Print Name & Title of Administrator/Dept. Head
Appendix A

Description of Services

[Insert here a detailed description of services –see Instructions to Completing the Agreement for Organizations.]
Appendix B

Breakdown of Charges

Total Cost of the Agreement (Not to Exceed Amount):  INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars ($insert contract dollar amount in numbers).

[Provide here a breakdown of the costs. The costs should correspond to persons/organizations getting compensated under Appendix A and timelines. The breakdown should provide a rate of pay and expenses listed separately.]
Appendix B

Calculation of Charges

(CONTINUED)

To Be Completed by District Staff Recommending this Agreement:

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

<table>
<thead>
<tr>
<th>Date</th>
<th>SIGNATURE of District Staff Supporter of Contract</th>
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<tbody>
<tr>
<td></td>
<td>Print name and title of SFUSD Administrator</td>
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</table>

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

YES / NO (Circle one)

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

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

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

<table>
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<tr>
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<tbody>
<tr>
<td></td>
<td>Print name and title of SFUSD Administrator</td>
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</tbody>
</table>
**Form W-9**

(Rev. January 2011)

Department of the Treasury
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**General Instructions**

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

**Preliminary Instructions**

- Check appropriate box for federal tax classification (required): [ ] Individual/sole proprietor □ Corporation □ S Corporation □ Partnership □ Trust/estate □ Exempt payee
- [ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) □
- [ ] Other (see instructions) □
- [ ] Exempt payee

**Part I  Taxpayer Identification Number (TIN)**

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

**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).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Part II  Certification**

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

**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).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Part III  Certification**

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

**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).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.
San Francisco Unified School District  
Criminal Background Check/Tuberculosis Clearance Written Certification Form

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<thead>
<tr>
<th>Name of Independent Contractor/Service Provider:</th>
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<tr>
<th>Services to be performed under the Agreement:</th>
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<th>Schools/Locations where services are being performed:</th>
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<tr>
<th>Total amount to be paid by the District Under this Agreement not to exceed:</th>
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<tr>
<th>Term of Agreement:</th>
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| Contractor shall check the applicable boxes and fill in any applicable blanks. |

**CRIMINAL BACKGROUND CHECK**

1. [ ] Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by the District) during the term of the Agreement.

2. [ ] Contractor/Contractor’s employees, agents or volunteers, listed below, will have **MORE THAN LIMITED CONTACT** with District students (as defined by the District) during the term of the Agreement (attach and sign additional pages, as needed):
   - INSERT OR ATTACH NAMES OF INDIVIDUALS AND DATES OF C.B.C. CLEARANCE
   - The employees, agents, volunteers noted above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees, agents, volunteers have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and subsequent arrest notification has been requested for these individuals.

**TUBERCULOSIS CLEARANCE**

3. [ ] Contractor/Contractor’s employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by the District).

4. [ ] Contractor/Contractor’s employees, agents or volunteers, listed below, will have **MORE THAN LIMITED OR PROLONGED CONTACT** with District students (as defined by the District) during the term of the Agreement and have received a TB Test (attach and sign additional pages, as needed): Attach names and dates of TB Test.
   - INSERT OR ATTACH NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE

Certification by Independent Contractor/Service Provider (“Contractor”)

“I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further acknowledge 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 of new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to District. If Contractor receives any such subsequent arrest notification, I certify that Contractor will immediately notify District and bar such employee/agent/volunteer of Contractor from performing any services under this agreement that involve any contact with students.”

**Signature Date**

**Administrator Signature Date**

**Cabinet Member Signature Date**

Print name of Contractor  

Print name of Administrator  

Print name of Cabinet Member  

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GENERAL CONDITIONS TO PERSONAL SERVICES AGREEMENT FOR ORGANIZATIONS

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

2. CONTRACT EVALUATION FEE
   Where the services to be provided by Contractor under this Agreement have been designated as Evaluation Level IV on the Board Resolution, Contractor understands and agrees that a contract evaluation fee of up to 5% (five percent) of the total Agreement amount (including, but not limited to, payments for services and expenses) may be assessed by the District on this Agreement. The monies collected through this fee will be used to monitor and evaluate these Agreements to guarantee that the promised services are provided in a timely and effective manner.
   This evaluation fee shall apply only to those Agreements in excess of $2,500.00. The fee may be deducted from the District funds encumbered to pay Contractor at any time during or following the term of the Agreement and this section shall survive the termination or expiration of this Agreement. If the parties later amend this Agreement to increase payments to Contractor, those increases will also be subject to the 5% assessment.

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

4. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES
   Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a consultant, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:
   a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
   b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
   c. conspires to defraud the District by getting a false claim allowed or paid by the District;
   d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;

f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;

g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or

h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

5. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

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

6. **QUALIFIED PERSONNEL**

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

7. **RESPONSIBILITY FOR EQUIPMENT**

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

8. **TAXES**

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

9. **INDEPENDENT CONTRACTOR**

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

   b. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or its agents and employees.

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

   d. Contractor shall also complete and file with the District the attached W-9 form.

10. **INSURANCE**

    a. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
1) Commercial General 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 coverage for claims of sexual abuse and molestation).

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 auto coverage, as applicable.

3) Workers’ Compensation Insurance, with Employer’s Liability limits not less than $1,000,000 (one million dollars) each accident.

4) Crime coverage for losses resulting from employee dishonesty naming the District as a loss payee with limits of no less than $100,000 per occurrence. Such coverage should be primary and noncontributory to any other coverage available to the District with respect to claims arising out of Contractor’s performance under this Agreement.

b. Commercial General Liability policy must provide the following:

1) Name as Additional Insured the San Francisco Unified School District, its Board, officers and employees.

2) That such policy is primary insurance 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 whom claim is made or suit is brought.

c. All policies 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

d. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

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. 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.

g. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, and additional insured policy and with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

h. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

11. INDEMNIFICATION

   Contractor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively “Claim”), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Contractor or Contractor’s agents or employees during the performance of this Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any Claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Contractor or Contractor’s agents or employees.
12. **LIABILITY OF DISTRICT**
DISTRICT’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION C (“COMPENSATION”) OF THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS IN CONNECTION WITH THIS AGREEMENT.

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

b. On and after any Event of Default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between District and Contractor all damages, losses, costs, or expenses incurred by the District as a result of such Event of Default due from Contractor pursuant to the terms of this Agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

14. **TERMINATION FOR CONVENIENCE**
a. The District shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause upon thirty (30) days prior written notice specifying the date on which termination shall become effective.

b. Upon receipt of the notice, 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 which 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.

c. Within 30 days after the specified termination date, Contractor shall submit to District an itemized invoice detailing the unpaid costs incurred for the services rendered up to the date of termination.

d. In no event shall District be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by District, 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. The District’s payment obligation under this Section shall survive termination of this Agreement.
15. **CONFLICT OF INTEREST**
   a. Contractor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use his or her official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (Cal. Govt. Code section 87100 et seq.)
   b. Contractor also hereby certifies that to its knowledge, no current Board member or employee of the District, and no one who has been a Board member or an employee of the District within the last two years, has participated in bidding, selling or promoting this Agreement except as allowed under his/her official duties. Furthermore, Contractor certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement. Contractor understands that any violation of this provision of the Agreement shall make the Agreement voidable by the District.

16. **PROPRIETARY INFORMATION OF DISTRICT**
   a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will 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 data.
   b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access student information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of SFUSD under this Agreement, or other provisions of federal and state law permitting access to confidential student information. Contractor shall not re-disclose confidential student information unless pursuant to federal and state law.
   c. Use of Student Data for Studies. Access to confidential student information in general is governed by state and federal law as in subsection (B) of this Section. In addition, use of student data for purposes such as research studies or program evaluation requires approval by the District’s Office of Research, Planning, and Accountability ("RPA"). Not every application for the use of student data is approved by RPA due to resource limitations. If Contractor wishes to receive, gather or use student data for purposes such as research studies or program evaluation, then prior to receiving, gathering or using any student data, Contractor will complete and submit a Research Application to RPA and await approval or denial from RPA. If RPA approves Contractor’s Research Application, Contractor must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA. Only if the Contractor submits a Research Application to RPA that is approved by RPA, and Contractor then fully executes a DUA with RPA, may the Contractor receive, gather or use student data for purposes such as research studies or program evaluation.

17. **OWNERSHIP OF RESULTS**
Any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer data files and media or other documents prepared by Contractor in connection with services to be performed under this Agreement, shall be the property of and be promptly transmitted to the District. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent that such retention and use complies with Section 16 of this Agreement ("Proprietary Information of District").

18. **AUDIT AND INSPECTION OF RECORDS**
Contractor agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. Contractor will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices,
materials, payrolls, records or personnel records and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

19. **SUBCONTRACTING**

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

20. **ASSIGNMENT**

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

21. **NON DISCRIMINATION**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

22. **CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION**

   a. **Criminal Background Check**

      1) Contractor is required to comply with the criminal background check provisions of Education Code Section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice (CDOJ) for all Contractor employees, agents, and volunteers assigned to the District, and will certify that no employees, agents, or volunteers who have been convicted of serious or violent felonies as specified, will have contact with District pupils 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) Contractor will provide the District with a list of all employees, agents and volunteers who have cleared the criminal background check, as detailed above, and who will have contact with District pupils pursuant to this Agreement, and specify to which sites they will be assigned.

      3) Contractor will be responsible for the costs of the criminal background checks.

      4) As written certification of its compliance with this Section, Contractor will complete and submit the Service Provider/Independent Contractor Criminal Background Check/Tuberculosis Clearance Certification Form (“CBC/TB form”) (ATTACHED).

      5) For any Contractor employees, agents or volunteers that Contractor hires subsequent to Contractor’s initial submission of the CBC/TB form to District, Contractor will conduct background checks and submit additional CBC/TB forms to District, as required.

      6) The criminal background check requirement applies only to Contractor’s employees, agents or volunteers who will have more than limited contact with students. Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet criminal background check requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District’s Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have only limited contact with students.

   b. **Subsequent Arrest Notification**

      1) In addition to the initial criminal background check, Contractor will obtain subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have contact with District students, and is responsible for all costs associated with these subsequent notifications.

      2) Upon receipt of notice that any of its employees, agents, or volunteers has been arrested or convicted of a serious or violent felony as described in EC 45125 .1 (citing 45122.1), a sexual offense as defined by EC 44010, or a controlled substance offense
as described in EC 44011, Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils, and will immediately notify SFUSD.

3) This prohibition does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to Cal. Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

c. Failure by Contractor to comply with this Section may result in termination of this Agreement at the District’s sole discretion.

23. TUBERCULOSIS TESTING
a. Contractor agrees that all of its employees, agents or volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing that is described in California Education Code section 49406. The examination shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four years if the Contractor is still rendering services to the District.

b. The Contractor shall be responsible for the costs of the examination.

c. Contractor shall submit written certification to the District, using the attached Criminal Background Check/Tuberculosis Clearance Written Certification Form, that its employees, agents or volunteers who will have frequent or prolonged contact with students have passed the tuberculosis test requirements. Contractor shall list such employees, agents or volunteers by name and date of test on the Criminal Background Check/Tuberculosis Clearance Written Certification Form.

d. The tuberculosis testing requirement applies only to Contractor’s employees, agents or volunteers will have frequent or prolonged contact with students. Contractor’s employees, agents or volunteers who will have no contact or only limited contact with students are not required to meet tuberculosis testing requirements. If Contractor asserts that all of its employees, agents or volunteers will have no contact or only limited contact with District students, the District’s Cabinet-level Administrator supervising this Agreement has the responsibility to make a reasonable determination of whether Contractor, its employees, agents or volunteers will have no contact or only limited contact with students.

e. Contractor shall ensure that only its employees, agents or volunteers who have submitted to and passed a TB test will have frequent or prolonged contact with students. Contractor will maintain on file in Contractor’s offices current documentation that each of its employees, agents or volunteers who will have frequent or prolonged contact with students meets tuberculosis testing requirements.

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

25. MODIFICATION OF AGREEMENT
The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the Contractor’s compensation, shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

26. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION
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.

27. 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, 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. Contractor agrees not to discriminate against disabled persons in the
provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

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

29. **GOVERNING LAW; VENUE**
This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be San Francisco.

30. **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.

31. **ENTIRE AGREEMENT**
This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

32. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**
a. Original copies of this Agreement shall be executed by the respective party’s authorized signatory(ies).
b. However, in some cases where an emergency situation arises or to expedite processes, a fax copy or copy of the contract with any revisions appropriately initialed may serve as the original contract.
c. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

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