REQUEST FOR PROPOSAL (RFP)
Absence and Substitute Management Software
RFP No. ASMS-2019

MAIL OR DELIVER PROPOSALS TO:
San Francisco Unified School District
Purchasing Department
RFP No. ASMS-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

PROPOSAL DUE DATE AND TIME
September 19, 2019 - 2:00 P.M. PDT

- Please go to the following link to view and download the proposal package.
- Please look for “Absence and Substitute Management Software” section under “Current RFPs, RFQs, RFOs & RFIs”. All related documents for this RFP will be posted here.
- Competitive proposals for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, Offerors are required to respond according to the instructions indicated in the RFP. Offerors will respond utilizing the format, forms and other criteria indicated in the RFP.
- Offeror responses that do not comply with the format, forms and other instructions indicated, may be rejected.
- The District reserves the right to refuse any and all proposals, and to waive any irregularities or informalities in any proposal.
- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Offerors are recommended to use a freight carrier that has tracking capabilities. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Offeror is requested not to contact any individual, within the District, other than the purchaser of this solicitation.
- The District reserves the right to amend this RFP as necessary.
- All materials submitted to the District in response to this RFP shall remain the property of the District.
- The District shall not be responsible for the costs of preparing any proposal in response to the RFP.
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BACKGROUND

The San Francisco Unified School District (SFUSD) is the seventh largest school district in California, educating over 57,000 students every year. San Francisco is both a city and a county; therefore, SFUSD administers both the school district and the San Francisco County Office of Education (COE). This makes SFUSD a “single district county.” SFUSD is governed by an elected seven-member Board of Education.

As of the 2018-19 school year, SFUSD has:
• 64 elementary schools (TK-5)
• 8 alternatively configured schools (TK-8)
• 13 middle schools (6-8)
• 15 high schools (9-12)
• 12 early education schools
• 14 active charter schools authorized by the district

Mission statement: Every day we provide each and every student the quality instruction and equitable support required to thrive in the 21st century.

Vision of student success: Every student who attends SFUSD schools will discover his or her spark, along with a strong sense of self and purpose. Each and every student will graduate from high school ready for college and career and equipped with the skills, capacities and dispositions outlined in SFUSD’s Graduate Profile.

The SFUSD community is unified by our Core Values:

- Student-centered: We put students’ needs first
- Fearless: We persist through challenges
- United: We celebrate and build on each other’s strengths
- Social Justice: We stand with those most vulnerable in our community
- Diversity-driven: We respect and seek to understand each person

We are inspired by Vision 2025, which captures our aspirations and vision for the future of public education in San Francisco. Alongside the District’s strategic plan, Transform Learning, Transform Lives, SFUSD is reimagining how public education will change over the next decade to meet the dynamic future of San Francisco. As a CORE District, SFUSD is also a leader in critical systems change for more comprehensive school accountability and innovations that help strengthen the instructional core, which is the foundation of our strategic plan and Vision 2025.

INTRODUCTION

The San Francisco Unified School District (“District” or “SFUSD”) is seeking proposals from qualified providers with a demonstrable record of successfully delivering an absence and substitute management software to large, urban school districts. The software must meet the requirements set forth in this RFP, including the ability to manage and track employee absences, and associated substitute utilization from hire to assignment into a position. The software must be scalable and adaptable to both on-prem and cloud-based Employee Information Systems (EIS). The software will be used by the Human Resources Department and must integrate with the District’s Employee Information System, which will be transitioning from PeopleSoft v. 8.3 to SAP SuccessFactors. The target go-live date for SAP SuccessFactors is January 1st, 2021.

SFUSD aims to identify a software and vendor that can strategically support its effort to increase staff coverage, quality matching, targeted deployment, and stakeholder interaction. The software package must include high-level, sophisticated data reporting functionality, including robust thought-partnership between the vendor and the District on said data, and how it can be used to make evidence-based decisions to achieve coverage metrics.

The software must support the user’s full system onboarding lifecycle, from EIS import, registration, profile modification, to deactivation. The software and vendor are required to include global training, and equip all appropriate staff with the knowledge needed to interact with the system based on their respective job classification (operator, administrator, employee, substitute, etc.).

The system must be accessible 24-hours a day by both by telephone and by web, and support assignment distribution via phone-call, web-search (by computer and smartphone), and text messaging. Locally installed/hosted and externally hosted (e.g., SaaS) solutions will be considered.

The District is currently transitioning from an on-prem PeopleSoft EIS to a cloud-based SAP ERP solution. The system must have the ability to integrate with both systems.

Interested vendors are required to submit an implementation plan and to clearly identify how requirements will be realized, a proposed staffing plan indicating the quantity and type of software and human resources that will be provided, standard time unit rates for professional services based on role, a project schedule enumerating key implementation milestones and deliverables, and the roles and responsibilities of the District project team in the implementation process. Implementation plans should include, but are not limited to:
Software installation and configuration
Applicable network and hardware requirements
Technical architecture and proposed/available integration models (articulation of APIs, Web Services, etc.)
ERP Integration
Security architecture
Data model
Data conversations

To control the cost of the system, the District will make every reasonable attempt to use the software as proposed without modification. However, the proposal must also contain an estimated configuration and/or modification cost based on experience with other customers to effectively achieve the necessary District requirements, including rates and timeframes for development work as well as articulation of support and maintenance impacts. The requirements contained in this RFP represent the District’s vision of how substitute placement will work. As such, we realize that the requirements may exceed the offerings currently available in the marketplace. For this reason, proposals will be evaluated in their entirety with attention to immediate functionality as well as flexibility to accommodate changing requirements and technology.

SUBMITTAL REQUIREMENTS

One (1) original, five (5) hard copies, and two (2) electronic copies via USB drives, properly marked, of the completed proposals must be submitted. All proposals must be marked accordingly and signed in blue ink by a person authorized to act on behalf of the firm and mailed, or delivered, to:

San Francisco Unified School District
Purchasing Department
RFP No. ASMS-2019
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

Proposals must be received by the due date and time specified in the timeline, Page 2, “RFP Due Date and Time”. Proposals received after the date and time indicated will be rejected.

PROPOSAL CONTENTS AND FORMAT

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the firm as described in this RFP including, but not limited to, the Scope of Services included. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions requested and fulfill the goals and vision of District. Proposals shall contain the following:

TAB 1: BACKGROUND AND EXPERIENCE

A. Executive Summary

Provide an overview of the entire solution describing the general approach or methodology the firm will use to meet the goals and fulfill the general functions as set forth in this RFP.

B. Table of Contents

C. Identification of the Proposer

Please provide full identification and company contact information to include:
   a. Legal name and address of the company.
   b. Legal form of the company (corporation, partnership, etc.).
   c. Subsidiaries and affiliations.
d. Address and phone number of the office that will be primarily responsible for providing services for this Proposal.

e. Business License Number(s)/Classification(s).

f. Contact name, title, email address and phone number.

D. Staffing Resources

Please describe the staffing resources of the firm and those that will be assigned to this project.

a. Provide total number of professional staff employed by the firm.

b. Identify individual team members that will be principally responsible for working with the District. Indicate the role and responsibility of each individual. If the firm is chosen as a finalist, these principal individuals must attend a potential vendor demonstration in person.

c. Provide brief biographies of individuals that will be working directly with District.

E. Fiscal Stability/Insurance/Legal

Provide responses to the following questions:

a. Is your company or the proposed software product currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact on your organization.

b. Is there any litigation or claims filed against your company, past or present, that would affect your company’s performance under a contract with the District? If yes, please explain.

c. Is your company in any default with any bank or entity? If yes, specify details and circumstances for resolution.

d. Does any relationship exist between an employee of your company and SFUSD? If yes, please explain.

e. Has your company had a failed implementation or separation from a client within the past three (3) years? If yes, please explain.

f. Has your company implemented with an urban school district that serves over 50,000 students each school year? If yes, please indicate which urban school districts. If not, you will not be further considered for a contract.

F. Experience and Technical Competence

1) Experience

Please provide a description of how the firm’s experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

a. State the number of years the firm has conducted business. Firm must have at least five (5) years of experience in providing the required scope of services for public clients, preferably California school districts.

b. Describe any experience with providing services for California school districts. Include the name and description of the project.

2) Project Specific Experience:

a. Relevant Experience: Provide a description of the five (5) most relevant and comparable software/consulting service contracts held by the firm, preferably involving California K-12 educational entities to include:

   i. Description of the role(s).

   ii. Dollar value of the project.

   iii. Dollar value of the fees received.
iv. Project description - Describe project information that explains in detail the scope of previous projects. Proposers should explain how the implementation scope was effectively achieved in terms of level of difficulty and functional structure as it pertains to the scope area of this RFP.

v. Staffing

vi. Duration of the project.

vii. Demonstration of staffing tasks being efficiently completed on time and within the allocated budget.

3) If any of the following has occurred, please describe in detail.

   a. Failure to enter into a contract or professional services agreement once selected.
   b. Withdrawal of a proposal.
   c. Termination or failure to complete a contract.
   d. Debarment by any school district, municipal, county, state, federal, or local agency.
   e. Involvement in litigation, arbitration, or mediation. Provide litigation history for any claims filed by your firm or against your firm related to the intended scope of work as it relates to the RFP in the last five (5) years.
   f. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
   g. Knowing concealment of any deficiency in the performance of a prior contract.
   h. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
   i. Willful disregard for applicable rules, laws or regulations.

4) Technical Competence

   a. Description of in-house resources (i.e., technical skills, project management, communication, network infrastructure, contracts, database management, programmers, software application, system administration, training professionals, etc.).
   b. Ability to draw upon multi-disciplinary staff to address the services requested in this RFP.

5) Customer References

   a. Include customer references for five (5) current like-sized school district customers including customer name and title, scope of project, contact name, contact address, contact phone number, contact email address, and a description of the project.

TAB 2: PROPOSED SYSTEM AND TECHNICAL REQUIREMENTS

G. Proposed Software System

Define the level of integration among these areas and provide examples of how the integration increases efficiency and improved levels of data integrity.

1) Provide the name of the system application you are proposing, the version/release of software and the date when this version/release first became available, and address the following:

   a. Database(s) utilized
   b. Support for Browsers
   c. Features/Subsystems (components of Fully Integrated System)
   d. Describe the standard features for each subsystem

2) Identify other subsystems, if any, offered by your company that are integrated with the proposed system. State whether these are standard features of the proposed software or are optional modules/add-ons.
a. What are the effects from adding optional systems as specified on any aspect of operations?

b. Address any and all issues applicable to adding these optional systems that the District needs to be aware of at this time.

3) Address all items described in Requirements as specified in the Bid Sheet.

4) Third party: Indicate any third-party application “plug-ins” that are required to deliver the capabilities your organization proposes to provide; provide specific information. Advise additional licensing that may be required.

5) Customization

a. Indicate what customization of your software will need to occur in order to meet our requirements. Estimate the number of hours for each and advise as to all factors that will affect customization. The District reserves the right to obtain customization from the software proposer, the company that performs the (separate) implementation/integration, or use in-house resources.

b. Identify the programming tools used to customize the software.

c. Describe how customized features are re-applied after upgrades.

6) Import/Export Tools

a. Describe the tools available and the methods employed to extract data.

b. Describe the standard formats that are used.

c. Describe the tools available and the methods employed to load data from other sources into the database tables.

7) Database Design

a. Table design – Describe the table formats and database methodologies of the proposed system.

b. Integrity checks – Describe the checks used in the proposed system which ensure integrity within/between the tables that make up the database(s).

c. Describe the data dictionary and their definitions.

8) Capabilities for off-loading and retrieving historical data

a. Describe the facilities used to off-load data from the standard database for storing in an archival repository.

b. Within the facility, describe the criteria that can be used to select records for removal and storage. For example, “Remove all inactive employee records and send them to the archival repository.”

c. Describe the facility to make use of data in the archival repository.

9) Documentation: Describe availability of the following documentation:

a. User reference manuals, installation manuals, system administrator manuals, training materials (guides, handouts, quick reference materials)

b. Installation manual

c. Systems Administrators manuals

d. Training materials (guides, handouts, quick reference materials).

10) Explain how changes, updates, or upgrades to the proposed system are made available.

11) Describe the techniques used in the development of the proposed system that makes problems/bugs easier to locate and fix.

12) Recoverability
a. Describe the recovery features that are built into the system.
b. For a vendor-hosted system, describe the backup and restore procedures and frequency that are included in the proposal.
c. Describe the techniques used to ensure the integrity and recoverability of the database following a software or hardware failure.

13) Security

a. Describe the features of the system that are designed to prevent unauthorized or inadvertent access to data, programs or screens. Include any other security features.
b. Describe your systems’ methods of authentication for transactions that require approval.
c. Describe your systems auditability and the method of tracking transactions and changes to data.

14) Provide a list of the standard reports and samples of those reports that can be produced. Reports must be available both online and printed.

15) Ad Hoc Reporting: Provide a description of your ad hoc reporting product and its capabilities. If data must be exported and imported to another system, describe the process for doing so.

16) Data Validation and Editing Criteria

a. Describe the data validation elements.
b. Describe the edit check functionality and content structure.
c. How are the error messages referenced and explained?

17) Management Software

a. Identify the systems/applications management software that will be used to support implementation and operation of the proposed system.
b. Identify the network management software that will be used to support implementation and operation of the proposed system.

18) System Integration

a. Describe the degree of integration with the various components/subsystems of the proposed system.
b. Describe the methods provided in the proposed system for navigating from screen to screen or function to function.
c. If essential data carried forward to the new screen/function? Does data have to be moved between the systems modules? If so, how?

19) Performance

a. Describe in detail any limitations in the operation of this system that would limit the number of concurrent users.
b. Does the operation of any subsystem adversely affect the operational performance of any other subsystem? If so, in what way and under what conditions?
c. Are there any required processes that preclude the full and complete operation of the proposed system? If so, please specify how and when these processes are performed and what their impact is.
d. Data volumes: What are the ranges of data volumes your system(s) can support? Provide specifics considering the size and requirements of the District.

20) Response times: Give response times for the following areas:

a. Screen to screen within the same module.
b. Switching time between modules.
c. Log-in time
d. Generating the average report.
e. Describe limitations regarding concurrent users.

21) If you have a workflow system, which email protocols and client software do you support? What open standards do you support for email?

22) If you provide any electronic document management systems, please answer for each system/application:
   a. Identify the application
   b. Is it a third party system? If so, who is the system provider?
   c. What are the hardware and software requirements?

23) Provide pertinent information regarding your software’s compatibility with other software systems, in particular PeopleSoft and SAP SuccessFactors.

24) Future developments: Detail initiatives within the application environment that would be of benefit in relation to your proposed system. Detail any planned changes that will enhance the performance and longevity of the proposed system.

25) Roadmap for future development specifications

H. Technical Environment

1) Preferred Configuration
   a. Identify server(s) needed, telephone capacity, and associated hardware requirements.

2) Browser Compatible Environments including: Internet Explorer, Firefox, Chrome, and Safari.

3) Web Services Integration – Describe your philosophy and tools available for integrating and building interfaces for external applications.

I. Configuration and Equipment Recommendation

Based on District’s configuration, identify the equipment required to support the proposed system, if any. The firm may present a price for providing the necessary equipment to effectively operate the recommended software system. However, the main purpose of the RFP is for the business system software and not necessarily the equipment.

1) Specify the type and number of web servers, application servers, database servers, printers, storage devices, firewalls, etc.

2) List the peripheral devices that enhance the system, i.e. scanners, communication devices, electronic card readers, digital photos, bar code readers, OCR readers, etc.

3) Delineate devices that must be acquired as part of the proposed system and those devices that can be purchased separately through other vendors.

4) Provide a list of all configuration options for operating the proposed application software. This configuration list must include all operating, network and database systems. Additionally, the firm will provide a recommendation as to the optimum configuration with their software.

5) Hosted system – Provide a configuration and pricing option for an exclusively vendor-hosted environment and/or a co-hosted environment with aspects of the system hosted by the Proposer and partially by District. The hosted and co-hosted configurations must specify the hardware, operation and
database management systems, network platform, and connectivity, including the costs to have systems hosted by the Proposer. Specify the availability of District end-users and technical staff to access the hosted application. Also, state the associated support commitments by the Proposer. The proposal should include a breakdown of these costs.

**TAB 3: IMPLEMENTATION, TRAINING AND MAINTENANCE PLAN**

**J. Proposed Method to Accomplish the Work – Implementation Plan**

Describe the technical and management approach to the proposed partnership with the District necessary to accomplish the scope of the project goals of District, and general functions required as set forth in this RFP. In reviewing the Scope of Services, the firm may identify additional necessary tasks, and is invited to bring these to the District's attention within the discussion of its proposed method to accomplish the work.

1) Implementation Information: Based on the proposed system, estimate the following for a district of our size and complexity (and explain the basis for your estimate):

   a. Overall Implementation Plan: Firms should present a recommended method and expected timeline with considerations for the following:
      i. Design and configuration
      ii. Testing
      iii. Training
      iv. Import/input of data accumulated

   b. Manpower requirements: District and Firm/Consultants – Estimate what District and Firm resources will be needed to perform each aspect of the Implementation Plan.

   c. Provide a strategy and brief explanation of your data conversion processes.

**K. Recommended District Staffing Levels**

The District employs various technical staff to support the Information Systems and technology infrastructure of the District. Please complete the following tables with the firm's recommended technical staffing levels and associated skill set that District should expect to employ in order to satisfactorily support the system. The District staff levels should be broken down for the following: Implementation Phase, Post-Implementation Phase, and on-going Maintenance and Support. For each of these phases provide the roles, number of positions, and skill set required in each area for proposed system.

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<th>Post Implementation Phase</th>
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<tbody>
<tr>
<td>Role</td>
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L. Recommended Training Plan

District understands that training is key to a successful project. The Proposer should also present a recommended training plan that will be needed throughout the implementation. The training approach should begin with the software installation and continue through the end-user training and post go-live training as needed; as well as continuous training offerings by the Proposer, or other recommendations. Proposers are encouraged to expand on the types of trainings available for their recommended system.

1) Describe the training strategy normally provided to new clients. Include what subject area and the duration of each training session. Describe how the training will be delivered, i.e. classroom, webinar, etc. Identify the preferred number of attendees typically in each target audience. What is the maximum number of users that can be trained in one session? What additional training is available? What materials will be left with the District and what format will those materials be in? What additional training do you recommend above that normally provided?

M. Ongoing Support and Maintenance

1) Ongoing Support: Describe how ongoing technical support will be provided:
   a. Provide cost information for supporting the software.
   b. Identify hours of availability of the technical support help desk.
   c. Identify methods available to contact technical support help desk.

2) Software Maintenance: Describe how new software releases, system upgrades, and bug fixes are released, distributed and installed.
   a. What is the frequency of software update releases, and how many new releases have there been in the past five years?
   b. What is the impact on the users, technical support personnel, and the database?
   c. Upgrades of the system and application product should not affect in-house tailoring, should be transparent to the user and automated — address this issue in detail.

N. Cost

Costs should include the complete costs for the system including software, license fees, design & configuration, maintenance, training, travel, per diem, installation, documentation, discounts, support, operating costs, etc. For each item, indicate if the cost is one-time, annual, or other. In the event the product or service is provided at no additional cost, the item should be noted as “included”. Please include the costs for both phases of implementation with PeopleSoft v.8.3 and with SAP SuccessFactors.

The proposal must also contain an estimated configuration and/or modification cost based on experience with other customers to effectively achieve the necessary District requirements, including rates and timeframes for development work as well as articulation of support and maintenance impacts. Additionally, provide cost information for supporting the software.

Please also provide a configuration and pricing option for an exclusively vendor-hosted...
environment and/or a co-hosted environment with aspects of the system hosted by the Proposer and partially by District. The hosted and co-hosted configurations must specify the hardware, operation and database management systems, network platform, and connectivity, including the costs to have systems hosted by the Proposer. Specify the availability of District end-users and technical staff to access the hosted application. Also, state the associated support commitments by the Proposer. The proposal should include a breakdown of these costs.

**TAB 4: BID SHEET**

Please complete the Bid Sheet.


Please look for “Bid Sheet” under the “Absence and Substitute Management Software” section under “Current RFPs, RFQs, RFOs & RFIs”.

**POST AWARD DOCUMENTS REQUIRED**

1. Insurance certificates and endorsements
2. All other supporting documents as required by the District

**EVALUATION AND SELECTION PROCESS**

Contract awards will be made to the responsible vendor with the ‘highest scored’, responsive proposals, giving appropriate consideration to the evaluation factors stated below. The District reserves the right to make an award to a vendor other than the lowest-cost proposer.

The District intends to select one of the vendors, if any – but reserves the right to select more than one vendor – that best meet(s) the District’s needs to perform the services as described in this RFP. From the vendors that provide proposals to the District, the District may, at its discretion, interview some or all of those vendors.

In order to be found sufficiently qualified and responsible in response to this RFP, a vendor must demonstrate to the District that the proposed software meets or exceeds the Business Requirements and Technical Requirements described in this RFP.

Proposals will be evaluated, scored, and ranked based on the following criteria.

**Evaluation Criteria**

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<td>2</td>
<td>Presentation</td>
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<td>3</td>
<td>Client Reference Questionnaire</td>
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<td>4</td>
<td>Cost</td>
<td>20%</td>
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**Evaluation Step 1: Written Questionnaire**
The Written Questionnaire is comprised of four sections, and the vendor should provide responses which clarify the experience and qualifications to address each component within each sub-section.

**Section 1:**

Tab 1: Background and Experience
- A. Executive Summary
- B. Table of Contents
- C. Identification of the Proposer
- D. Staffing Resources
- E. Fiscal Stability/Insurance/Legal
- F. Experience and Technical Competence

**Section 2:**

Tab 2: Proposed System and Technical Requirements
- G. Proposed Software System
- H. Technical Environment
- I. Configuration and Equipment Recommendation

**Section 3:**

Tab 3: Implementation, Training and Maintenance Plan
- J. Proposed Method to Accomplish the Work – Implementation Plan
- K. Recommended District Staffing Levels
- L. Recommended Training Plan
- M. Ongoing Support and Maintenance
- N. Cost

**Section 4:**

Tab 4: Bid Sheet

The Evaluation Committee will evaluate the vendor’s responses based on factors such as:

1. Whether the responses addressed the question
2. The comprehensiveness and clarity of the response
3. The quality of the response
4. The degree of experience that meets SFUSD needs
5. The ability to the vendor to best meet SFUSD needs

**Evaluation Step 2: Presentation - Performance Tasks**

Vendors chosen to proceed to Evaluation Step 2: Presentation - Performance Tasks will be invited to participate in an “in-person” exercise comprised of up to three (3) related project scenarios requiring analysis, problem solving, communication, and facilitation. Each part will have a question and answer session.

The Evaluation Committee will evaluate and score the in-person vendor presentation based on the following factors:
1. Problem solving approach
2. Ability to deliver on functionality of requirement to be demoed
3. Professional communication and clarity
4. Facilitation approach and effectiveness
5. Vendors responses to follow-up questions

Further information detailing the performance tasks will be provided at a later date to all invited vendors prior to the first scheduled exercise. Vendors are required to participate in this exercise at SFUSD offices located at 555 Franklin Street, San Francisco, California. A vendor who does not make itself available may be deemed non-responsive and thereby, the District reverses the right to disqualify the vendor.

The District will not be responsible either directly or indirectly for any Vendor costs related to the Vendor Presentation. The District reserves the right to request additional information and clarifications from any Vendor during the proposal evaluation and selection process.

**Evaluation Step 3: Client Reference Questionnaire**

SFUSD will conduct a client reference verification by contacting and obtaining information and feedback from former clients of the vendor to verify and understand the scope of work performed and the client’s satisfaction with project management and outcomes and vendor’s performance. The Evaluation Committee will evaluate and score the Client Reference Questionnaire results based on the following factors:

1. The client’s degree of satisfaction with work performed (by the Consultant)
2. Project outcomes and results
3. Methodology and effectiveness
4. Project management effectiveness

Five (5) client references including contact name, title, company name, address, phone number, email address, and a brief description of the project must be furnished to SFUSD with the proposal.

**Evaluation Step 4: Cost**

SFUSD will conduct an analysis of the vendor’s proposed cost in relation to other proposals received, technical scores, and/or budget considerations. An intent to award does not constitute an agreement of any terms or financial commitment, scope of work, or costs by either party. The actual terms of the contract are to be negotiated between SFUSD and the selected Proposer following the completion of the RFP process. SFUSD reserves the right to request additional information and clarification from any prospective vendor during the proposal evaluation and selection process. SFUSD also reserves the right, at its sole discretion, to modify the rating and selection criteria in order to identify consultants whose qualifications, background, and fit are most advantageous to the District.

**REQUIREMENTS**

**Prior Implementation**

The proposed software must have previously been implemented, with success, in an urban school district with over 50,000 students.

**Sub System Scope of Work**
The District is seeking comprehensive Integrated Substitute Management Software that can meet its current and future information system needs and service requirements.

Set-up, maintenance, and reporting are required for each functional area. Live data from all functional areas should be available to anyone authorized access by the District. The following is a detailed scope by each functional area:

**General Features**

The proposed software must be an established, robust substitute assignment management system (SAMS) application which is currently used by many in the K-12 marketplace for managing the complex tasks of absence tracking, substitute scheduling, booking, and compensation such as those described in this RFP.

The software package must include high-level, sophisticated data reporting functionality, including robust thought-partnership between the vendor and the District on said data, and how it can be used to make evidence-based decisions to achieve coverage metrics.

The software must support the user’s full system onboarding lifecycle, from EIS import, registration, profile modification, to deactivation. The software and vendor are required to include global training, and equip all appropriate staff with the knowledge needed to interact with the system based on their respective job classification (operator, administrator, employee, substitute, etc.).

The system must be accessible 24-hours a day by both by telephone and by web, and support assignment distribution via phone-call, web-search (by computer and smartphone), and text messaging. Locally installed/hosted and externally hosted (e.g., SaaS) solutions will be considered.

- A. System is browser-based and web-hosted. System must be securely accessible via any reasonably current standard web browser (Chrome, Firefox, Safari, and Internet Explorer). Also must be accessible via telephone.
- B. System includes an optional smart phone app
- C. If the system has a smartphone application, includes the ability for substitutes to communicate/message with school sites via the app
- D. System provides a means by which to post general purpose notifications or announcements
- E. System can block site users from being able to view substitute emails, phone numbers, and addresses
- F. System can block groups of subs from viewing certain jobs
- G. System can give priority to one class of substitutes over another
- H. System can categorize work locations (i.e., high-potential school) that can be used to prioritize absence callouts, and for reporting purposes
- I. System can categorize substitutes (i.e., core substitutes, guest teacher substitutes) that can be used to prioritize absence callouts, and for reporting purposes

**Profiles**
J. System has ability for employees to have more than one kind of profile (i.e., different job classification and/or schedules on different days of the week).

K. System can track three required expiration dates in substitute profiles: TB test, Credential, and Annual Update.

L. System Operator (“Operator”) can set substitute profiles, including days they are available to work, sites they prefer to work at, and areas of expertise.

M. Substitutes can define specific requirements on their profiles, such as the sites they will work at, their availability, preferred method of contact, phone number, and email address.

*Calendars and Schedules:*

N. System allows for configurable start and end times for absences within the allowed workday schedule, as well as breaks and lunch times.

O. System is configurable to record absences by days, half days, or hours. System can program the definition of a half day as a job of 3.5 hours or less. Full day is anything greater than 3.5 hours worked. Half day and full day may start at variable times.

P. System has calendar functions to:
   
   a. Define days for which substitutes are not required and days for which no absences should be reported
   
   b. Define A/B employee work schedules
   
   c. Define multi-site employee work schedules
   
   d. Define different employee schedules by day of the week

*Job Assignments:*

Q. System automatically matches substitutes to positions (or excludes them) based upon various parameters including, but not limited to:
   
   a. Individual qualifications (classifications)
   
   b. Priority assigned to an individual substitute
   
   c. Seniority
   
   d. Length of time since last assignment
   
   e. Negative evaluations

R. Employees reporting their absence can specify a substitute to sub for their assignment even when no prior arrangement has been made; the system will call the specified substitute first and the substitute can confirm the job or else it will go to the regular callout. System will indicate if/when the substitute is confirmed.

S. Employees reporting absences can create absences with already confirmed substitutes if this has already been prearranged.
T. Site Administrators can optionally set preferences for substitutes selected for their school; they can exclude substitutes as well. Site Administrators must be able to override teacher preference. Site Administrators can NOT override substitute classifications.

U. System includes option of requiring approval for an absence before a substitute is scheduled.

V. Operators can modify location and classification of a job after it has been created.

Site Admin:

W. Site Administrators have the option of being notified when an employee posts an absence and when a substitute confirms acceptance of placement in the position.

X. Site Administrators can enter absences on behalf of absent employees if the person is unable to do so themselves.

Y. Site Administrators can run pre-built reports on a variety of information including attendance records for substitutes and staff.

Payroll:

Z. System has ability to attach budget codes to substitute expenses based upon any combination of:
   a. Site worked at
   b. Reason for absence
   c. Teacher budget code

AA. System has means to determine substitute compensation based upon any combination of factors including, but not limited to:
   a. Absent employee placement on the salary schedule
   b. A salary schedule
   c. Number of days in a position
   d. Total days subbed in a year
   e. Number of hours subbed in a day

Technical:

BB. System has ability for employees to use the Digital Timesheet to track hours and integrate with SAP Workforce Time and Attendance.

CC. System has the ability to interface or integrate with SAP Employee Central to create profiles.

DD. System has the ability to interface or integrate with SAP Employee Central Payroll to run pay processes using system data.

EE. System is highly-reliable, fault-tolerant.
FF. System has independent certification of security; uses secure connections.

GG. System is scalable in such a manner to handle increased demand or spikes in usage should they occur.

HH. SFUSD will always be on the current SAMS SaaS version, and be provided with enhancements available in each new release to employees and substitutes as they become available, without additional cost.

**Calling/Job Notification Features**

A. System automatically calls/notifies selected substitutes, offer jobs, document responses (including declines).

B. System optionally sends email, smart phone app notification and/or text message in the following scenarios:
   
   a. Reminder to substitutes for jobs that they have accepted
   b. Sending daily absence summaries to building administrators
   c. Confirmation of acceptance of an absence
   d. Sending assignments that remain unfilled to substitutes

C. System has more than sufficient telephone lines to handle a call maximum volume of 1,000 absences per day.

D. System can place long distance calls as well as local calls.

E. System can set up calling methods, times, and dates as well as restrict calling on holidays and non-work days.

**Reporting Capabilities**

A. System reports activity including but not limited to:
   
   a. Absences by leave category
   b. Absences by day of the week
   c. Absences by specific date range
   d. Absences by location and groups of locations
   e. Absences by employee
   f. Absences by job code
   g. Absences by union
   h. Absences by classification

B. System reports consecutive days worked counts for substitutes by:
   
   a. Employee and date prompts for start date and end time
   b. Any vacancy/absence
c. Same vacancy/absence by teacher

d. Same vacancy/absence by classification

e. Same vacancy/absence by location

f. Other similar configurations

C. Data extracts/Custom reports:

a. Custom report writer/data extract utility should be available

b. System should provide a means by which the District can create a custom extract without the need for the Proposer to create it

c. Extracts can be in different formats including but not limited to: fixed length text, delimited text, HTML, CSV

d. Exports to Excel for analysis

e. Export format should easily fit any system import templates for ease of use

D. System provides absence reason balance reports that can be filtered or sorted by school/location/job/union etc.

E. System allows preparation of billing and chargeback reports using budgets associated to locations, employees, or absences, conforming to the California Standardized Account Code Structure (SACS) format.

F. System offers status reports containing information about absences at a particular location, on specific days or a date range, by identified individuals, and/or the substitute assigned to fill the vacancy.

G. Report access should be controlled by security within the system with varying levels of access granted to secretaries and/or central office staff. This access should be configurable by the District.

H. Reports should be generated at any time without interruption of other operations and system functions.

I. System has ability to schedule reports to run at predetermined times and on predetermined schedules.

Data Capabilities

A. Data will be imported from our EIS including, but not limited to: demographic data, location data, position data for one or more positions, job classification data, accounting information, pay rates.

B. System provides a detailed audit trail.

C. System retains and maintains multi-year historical data including:

   a. Substitute assignments

   b. Absent employee reason for absence

   c. Record of substitutes response to job offers

D. System has ability to mass create and/or import absences and vacancies.
System Reliability/Integrity/Security Features

A. System has adequate backup procedures to safeguard against system malfunction such as:
   a. Use of virtualization technologies to provide failover in the event of a hardware malfunction
   b. Multiple operational sites to mirror primary site with failover in the event the primary site is non-functional
   c. Backup power that can support the system continuously for a minimum of seven consecutive days
   d. Redundant network and telephone access

B. System administrators can create and maintain a custom security profile to govern access to various components of the system.

C. System supports Single Sign-On (SSO) capability.

D. If a hosted SaaS solution, vendor must demonstrate ability to conform to all security, privacy and regulatory requirements governing K-12 data.

E. System has backup recovery plan.

F. System has a test environment that:
   a. Includes at least two refreshes of production data a year, if not more frequent automated refreshes.
   b. Closely simulates all production capabilities.

User Interface

A. User interface is extremely simple requiring minimal, if any, end-user training.

B. All available jobs will be posted simultaneously on the web and the telephone for substitutes to access and accept as long as they meet the qualifications of the job offered. e.g. The system shall provide simultaneous access to individual job postings via telephone and the internet. For example, if the system is making outbound calls to find a substitute to fill a job, another substitute should be able to see and accept the same job on-line during the automated outbound calling process as long as the job has not been already accepted.

C. Substitutes can actively seek jobs as well as receive calls/texts/application notifications for jobs.

D. Substitutes are allowed to accept or reject the job. If the job is rejected the substitute must indicate why.

E. Substitutes can set their preferred method of contact including email, telephone, text message, or smart phone alert.

F. Substitutes can set “Do Not Disturb”, “Temporarily Unavailable” or similar statuses.

G. Employees can leave notes, a lesson plan, and other materials such as pdfs, PowerPoint documents or information for the substitute.

H. Substitutes can specify date and/or time ranges when they will not be available for a job.

I. Substitutes can see how many days they have worked within a given time period.
Customer Support/Training/Updates

A. For SaaS solutions, systems updates (hardware and software) are the responsibility of the firm and must be scheduled and deployed in a manner consistent with best practices.

B. System updates, patches, enhancements and bug fixes are to be scheduled, tested, validated and communicated in a timely and transparent manner consistent with industry standard best practices.

C. Training and/or training resources are to be provided for each group involved with the system (school administrators, substitutes, teachers, staff, system administrators), with a particular emphasis on tailored registration training for new teachers/substitutes/secretaries.

D. Training materials such as 24x7 access to online training resources—video vignettes, pre-recorded webinars, documentation, FAQs, etc. are expected.

E. Emergency support for system down, report malfunctions etc., is required.

F. Telephone support

G. Online training

H. Annually, at a minimum, on-site meetings to plan for upcoming features, etc.

I. Live tech support in addition to telephone and email support.

Project Implementation Plan and Post Go-Live Support

A. Project plan must be presented

B. Implementation planning must be conducted with District staff and/or consulting team

C. Detailed documentation for integration with SAP Cloud ERP modules

D. Dedicated support staff assigned to SFUSD

E. Detailed training and training documentation

F. Direct support during post implementation – 3 months, 6 months, 12 months after user acceptance.

Timeline for Implementation

The projected go-live target date is currently set for July 1st, 2020. The system will be first implemented with PeopleSoft 8.3. SAP SuccessFactors target go-live date is January 2021; the proposed substitute system software, as mentioned, will need to integrate successfully with both HR systems.

PROTEST PROCEDURES

A. Protest of Contract Award

1. **Within two (2) business days** of the District's issuance of a Notice of Intent to Award a contract under this RFP, all Proposers who submitted a responsive proposal will be afforded an opportunity to review all responsive Proposals submitted under this RFP. This opportunity for review will be for a limited time and only those authorized representatives of each responsive firm will be given access.
2. **Within five (5) business days** of the District's issuance of a Notice of Intent to Award a contract under this RFP, any proposer that believes that the District has incorrectly selected another bidder for award may submit a written notice of protest (hereinafter "protest" or "notice of protest) as provided for herein.

3. The notice of protest must be in writing and include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the protesting company. The protest should specify facts and evidence sufficient for the District to determine the validity of the protest.

**B. Delivery of Protests**

The notice of protest must be received by the District at or before 5:00 p.m. PST on the fifth (5th) business day after the Notice of Intent to Award. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests or notice of protests made orally (e.g. by telephone) will not be considered.

**All protests must be delivered to:**

Damian Vigil, SFUSD Purchasing & Warehouse Manager  
135 Van Ness Avenue, Room 123  
San Francisco, CA 94102

**C. Disposition of Protests**

The protest procedures and time limits set forth herein are the sole and exclusive remedy in protesting any aspect of this RFP.

**FORM OF AGREEMENT**

Attachment 1 is a copy of the Agreement the selected vendor will sign. The selected vendor’s proposal will serve as the Scope of Services that will be attached to the Agreement.

**Objections to Proposed Agreement:** Vendors must include with their proposals any objections to the form or terms of the Agreement. However, objections are disfavored and shall only be considered after a determination of the apparent highest ranked responsive, responsible bidder is made. The Human Resources Department, in consultation with the District’s legal counsel, shall determine if any proposed modifications to the form of Agreement are acceptable to the District and that they do not present material risk to the District or increase the District's costs. If the final negotiated terms are not acceptable to the selected highest ranked proposer, that bidder shall be declared not to be responsive, and the next apparent highest ranked firm’s proposal and objections to form of Agreement, if any, shall be considered, and so forth in order, until a responsive, responsible bidder agreeable to execution of a form of Agreement acceptable to the District and to the bidder is ascertained.

**FINGERPRINT CLEARANCE**

As required by Assembly Bills 1610 and 1612, fingerprint clearance, obtained from the Department of Justice, for the Contractor and his/her employees who will have more than "limited contact" with students, will be submitted to the San Francisco Unified School District prior to commencement of service. The District shall, in its sole discretion, be the final arbiter of whether the Contractor’s contact with students will be limited.

**DISCLOSURE REQUIREMENT**

Contractor will be required to disclose all of Contractor's employees (including owners) who are also current SFUSD Board members or employees, or former SFUSD Board members or employees in the last two years. Contractor is required to update this disclosure as needed, during the term of this Agreement. Exception: Public agencies that provide contract services to the District are not subject to this disclosure requirement.
INQUIRIES AND CONTACTS

All inquiries/questions and communications in reference to this RFP are to be emailed to Norman Liang at liangn@sfusd.edu. All questions must be submitted via email on or before the due date and time specified in the Timeline on Page 2, Question Submission Deadline. Please reference the RFP number in the email subject line. No questions/inquiries will be entertained after this date.

Norman Liang, Purchaser
Purchasing Department
RFP No. ASMS-2019
135 Van Ness Avenue, Room 123
San Francisco CA 94102

Tel. No. (415) 241-6468 ext. 1606
Fax No. (415) 241-6487
Email: liangn@sfusd.edu
ATTACHMENT 1

SOFTWARE SUBSCRIPTION AND SUPPORT SERVICES AGREEMENT

This Software Subscription and Support Services Agreement ("Agreement") is dated for convenience as of the INSERT TODAY'S DATE, between the San Francisco Unified School District ("District") and INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR ("Service Provider"). The District and Service Provider 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, Service Provider is the provider of software applications and cloud-based subscription services made digitally accessible via the Internet, and

WHEREAS, the District wishes to make these software applications and cloud-based subscription services available to its Authorized Users;

WHEREAS, Service Provider represents itself able and, for a consideration, willing to provide such software applications and cloud-based subscription services to the District;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. PROVISION OF SOFTWARE APPLICATION SERVICES

Service Provider agrees to perform the to provide to the District the services as detailed herein and in strict conformity with the specific legal requirements related to student privacy protections, as set-forth for in the attached APPENDIX A ("Data Privacy Requirements for Cloud-Based Software Application Providers").

   a. Services. Service Provider shall provide the services to District and its Authorized Users, in whole or in part, via Service Provider’s Software Application. Service Provider will provide the Software Application in the following manner: the Software Application will be stored at one or more of Service Provider’s U.S. locations, residing on one or more of Service Provider’s servers in digital form, made accessible to the District and Authorized Users via the Internet.

   b. Grant of License. Service Provider hereby grants to District a limited, non-exclusive, non-transferable term license to use, access and benefit from the Software in fulfilling the District’s public education mission during the term of this Agreement. The license hereby granted to District includes the right to provide to the District’s Authorized Users access to the Software in accordance with this Agreement.

   c. Copyright and Title. The District acknowledges that the copyright and title to the Software Application and any trademarks or service marks relating thereto remain with Service Provider and/or its suppliers. Neither the District nor its Authorized Users shall have right, title or interest in the Software Application.

   d. Authorized Uses. Notwithstanding anything to the contrary in this Agreement, no term or provision of this Agreement shall be interpreted to limit or restrict the rights of the District and its Authorized Users, including Fair Use Rights, as provided by U.S. Copyright Act Sections 107 and 108 and other applicable intellectual property law. Notwithstanding anything to the contrary in this Agreement, Authorized Users shall not be restricted from extracting or using information (not including source code or object code)
contained in the Software Application for the District’s educational or research purposes, including
extraction and manipulation of information for the purpose of illustration, explanation, example,
comment, criticism, teaching, research, or analysis, if not engaged in for the purposes of commercial
competition.

e. **Access by and Authentications of Authorized Users.** Authorized Users shall be identified and then
authenticated by the use of an ID and password assigned by the District after consultation with Service
Provider.

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 **INSERT FIRST DAY OF
   SERVICE** shall expire on **INSERT LAST DAY OF SERVICE** for a total contract period not to exceed three
   years.

3. **COMPENSATION**

   The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached
   **APPENDIX B-2** ("Schedule of Fees and Charges") for a not to exceed value of $____________________.

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. Service Provider’s assumption of risk of possible non-appropriation is part of the consideration for this
      Agreement.

5. **DISALLOWANCE**

   a. If Service Provider 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, Service Provider 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 Service Provider
      under this Agreement.
   b. By executing this Agreement, Service Provider certifies that Service Provider is not suspended,
      debarred or otherwise excluded from participation in federal or state programs. Service Provider
      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 Service Provider or a Service Provider’s
   sub-processors, 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 Service Provider 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 Service Provider 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 Service Provider, even though such equipment be furnished, rented or loaned to Service Provider by the District.

9. TAXES
Service Provider shall pay all taxes levied in connection with this Agreement, or the services delivered pursuant hereto.

10. INDEPENDENT SERVICE PROVIDER
a. Service Provider or any agent or employee of Service Provider shall be deemed at all times to be an independent Service Provider and not an employee of the District. Service Provider 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 Service Provider 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 Service Provider’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 Service Provider performs work 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.

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

11. INSURANCE
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
Absence and Substitute Management Software
RFP No. ASMS-2019

12. WARRANTY AND INDEMNIFICATION

a. **Warranty of Right to Provide Software Application.** Service Provider warrants that it has the right to provide access to the Software Application to District pursuant to this Agreement, that Service Provider has obtained any and all necessary permissions from third parties to provide the Software Application, and that use of the Software Application by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

b. **Warranty of Conformity to Specifications.** Service Provider warrants that the Software Application that it will provide to District will conform to the specifications described in Appendix A (Scope of Work), and that any updates and improvements to the Software Application that Service Provider may make during the term of this Agreement will conform to or be consistent with the specifications described in Appendix A (Scope of Work).

c. **General 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 third-party 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 Service Provider and/or Service Provider’s agents or employees, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Service Provider or Service Provider’s agents or employees in the performance of this Agreement. Notwithstanding the foregoing, Service Provider shall have no obligation under this Section 12 with respect to any third-party 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.

d. **Infringement Indemnification.** Service Provider shall indemnify, defend and hold harmless the District, its Board, officers, employees and agents, for any losses, claims, damages, awards, penalties, or injuries incurred (hereafter "Claims"), including but not limited to Claims of reasonable attorney's fees, which arise from any Claim by any third party of an alleged infringement of copyright, patent right, trade secret, trade name, trademark, service mark, or any other right in intellectual property arising out of the use of the Software Application by the District in accordance with the terms of this Agreement. This indemnity shall survive the termination of this Agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. Service Provider shall have the right to investigate, defend and settle any such claim against the District and the District will reasonably cooperate with Service Provider at Service Provider's expense.

e. **Indemnity Conditions.** Service Provider’s defense and indemnification obligations under this Section 12 ("Warranty and Indemnification") are conditioned upon the following: (i) District providing Service Provider with prompt written notice of any claim for which indemnification is sought, provided however that no delay on the part of the District shall relieve Service Provider from any obligation hereunder; (ii) Service Provider having sole control of the defense and settlement of such claim, provided, however, that Service Provider will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of District (which consent will not be unreasonably withheld) except where the judgment or proposed settlement involves only the payment of money damages by Service Provider, does not impose any obligation upon District, and Service Provider obtains the full and complete release of District; District shall have the right to have any suit or proceeding monitored by counsel of District’s choice and at its expense; and (iii) District’s reasonable cooperation with Service Provider in the defense and settlement of the claim, at Service Provider's expense.

f. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

13. LIABILITY OF DISTRICT
DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO SERVICE PROVIDER 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. **SPECIFIC RESTRICTIONS ON USE OF SOFTWARE APPLICATION; INTELLECTUAL PROPERTY**
   
a. **Unauthorized Use.** Except as specifically provided elsewhere in this Agreement, District shall not knowingly permit anyone other than Authorized Users to use the Software Application.
   
b. **Removal of Copyright Notice.** District may not remove, obscure or modify any copyright or other notices included in the Software Application or included, if any, on the materials produced by the Software Application.
   
c. **Commercial Purposes.** Other than as specifically permitted in this Agreement, District may not use the Software Application for commercial purposes, including but not limited to the sale of the Software Application or bulk reproduction or distribution of the Software Application in any form. District shall only use the Software Application pursuant to its public education mission.
   
d. **Proprietary Rights and Obligations.** The Software Application is valuable property of Service Provider. District will not make or have made, or permit to be made, any copies of the Software Application or any portion thereof. District agrees not to modify, adapt, translate, decompile, disassemble or create derivative works based on the Software Application. District agrees not to create derivative works based on the Software Application’s accessible data, except as pursuant to the District’s permitted use of the Software Application including for illustrative purposes and without limitation viewing, manipulating, and printing data, tables, and reports from the Software Application.
   
e. **Trade Secret.** District acknowledges that the Software Application is confidential in nature and constitutes a trade secret of Service Provider. District agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, or transfer of the software to any other party, either during the term of this Agreement or thereafter. District agrees to use reasonable efforts to prevent inadvertent disclosure of the Software Application to any third party during the term of this Agreement or thereafter.

15. **PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION – (Reference Appendix 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 certifies 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.

16. **CONTRACTOR PERFORMANCE OBLIGATIONS**
   
a. **Provision of Documentation.** Service Provider will provide and maintain help files and other appropriate user Documentation.
   
b. **Support Services.** Service Provider will offer activation support, including assisting with the implementation of any other software as needed. Service Provider will offer reasonable levels of continuing support to assist the District and Authorized Users in use of the Software Application. Service Provider will make its personnel available by email, phone or fax for feedback, problem-solving, or general questions. User support services will be provided by Service Provider to District Monday through Friday from 8am to 5pm PST. Support requests will be processed within 24hrs.
   
c. **Online Hosting.** Service Provider shall use reasonable efforts to provide continuous service in its provision of online hosting of the Software Application and any derivative works on Service Provider's website. Permissible down-time includes periodic unavailability due to maintenance of the server(s), installation or testing of software, loading of additional software, features, or materials as they become available, and downtime related to the failure of equipment or services outside the control of Service
Provider, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to users of the online hosted Software Application. If the online hosted Software Application on Service Provider's website fails to operate in conformity with the terms of this Agreement, District shall immediately notify Service Provider, and Service Provider shall promptly use reasonable efforts to restore access to and full use of the online hosted Software Application as soon as possible.

d. **Implementation of Developing Security Protocols.** Given that risks and threats to online security are constantly evolving, Service Provider will, on an ongoing basis, develop and implement security measures designed to protect against the latest risks and threats, consistent with current industry standards for online hosted software applications holding confidential data.

e. **Security Certificate.** Service Provider will ensure that all of its websites hosting the Software Application have attached to them a Secure Sockets Layer (SSL), and that such websites will include issuance of a SSL certificate, or other equivalent security certificate, to verify such websites’ identity and to enable secure and encrypted communications between Authorized Users and the online hosted Software Application.

f. **Training and Updates.** Service Provider shall provide District staff with initial training and support in the use of the Software Application. Service Provider will provide additional training to District staff made necessary by any updates or modifications to the Software Application.

g. **Usage Data.** Service Provider shall provide to District statistics regarding usage of the Software Application by District and its Authorized Users according to the then current standards in the industry.

h. **Information Backup.** Service Provider shall conduct daily backups of District data, either incremental or full, and must conduct full weekly backups.

17. **DEFAULT**
Service Provider shall be in default if Service Provider: (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 Service Provider’s assets.

18. **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. Service Provider shall be paid for services satisfactorily rendered through the date of termination;

b. Offset the amount of any outstanding liability of Service Provider against funds otherwise due and owing hereunder or any other agreement with Service Provider;

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.

19. **TERMINATION**

a. It is expressly understood and agreed that in an Event of Default by the Service Provider under this Agreement, this Agreement may be terminated for cause by the District and all the Service Provider’s rights hereunder ended. Termination for cause shall be upon ten (10) days written notice, and no work will be undertaken by Service Provider 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 Service Provider thirty (30) days written notice of such termination.
c. Upon receipt of any notice of termination of this Agreement, Service Provider shall commence and perform, with diligence, all actions necessary on the part of Service Provider to effect the termination of this Agreement on the date specified by District in a manner that minimizes the liability of Service Provider 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 Service Provider or any of its subService Providers 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 Service Provider 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 17 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 Service Provider, monetarily or otherwise.

SOURCE CODE AND DATA ESCROW

In the event that (i) Service Provider becomes insolvent or bankrupt, (ii) Service Provider makes an assignment for the benefit of creditors, (iii) Service Provider consents to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for Service Provider or for a substantial part of its property without its consent, (v) Service Provider voluntarily initiates bankruptcy, insolvency, or reorganization proceedings, or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings, or (vi) Service Provider announces that it has entered into an agreement to be acquired by a then named Competitor, then agrees to enter into a source code escrow agreement with a mutually agreed upon source code escrow company. Notwithstanding the foregoing, the escrow instructions shall provide for a release of the source code Service Provider’s Software Application, and the District’s Data it contains, only upon the occurrence of (a) the filing of a Chapter 7 bankruptcy petition by Service Provider, or a petition by Service Provider to convert a Chapter 11 filing to a Chapter 7 filing; (b) the cessation of business operations by Service Provider; or (c) the failure on the part of Service Provider to comply with its contractual obligations to the District under this Agreement. In the event of a release of a Software Application / application source code pursuant to this section, said source code shall continue to be the Confidential Information of Service Provider or its successor in interest.

20. 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:

<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</th>
<th>EMAIL ADDRESS</th>
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<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td>San Francisco, CA</td>
<td>(415)</td>
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NOTICE TO THE SERVICE PROVIDER:

<table>
<thead>
<tr>
<th>SERVICE PROVIDER NAME</th>
<th>INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR</th>
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<tbody>
<tr>
<td>CONTACT PERSON</td>
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<td>STREET ADDRESS</td>
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<tr>
<td>EMAIL ADDRESS</td>
<td></td>
</tr>
</tbody>
</table>

With Copy to:
San Francisco Unified School District  
Contracts Office  
135 Van Ness Street, Room 102  
San Francisco, CA 94102  
moocks@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.

21. CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS
   a. Criminal Background Check
      1) Throughout the term of this Agreement, if Service Provider or any of its employees, agents or volunteers that Service Provider hires or assigns will have more than limited contact with SFUSD students, Service Provider is required to comply with the criminal background check provisions of Education Code Section 45125.1. Service Provider 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 Service Provider employees, agents, and volunteers who will have more than limited contact with District students pursuant to this Agreement.
      2) Service Provider certifies that no Service Provider 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 Service Provider’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 Service Provider’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) 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.
6) If Service Provider 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 Service Provider 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, 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 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 Service Provider’s proximity to children or services to the District inappropriate 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.

   3) 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.

c. **Waiver Justification**
   1) Service Provider may qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation requirements under Education Code section 45125.1, if in performing the services Service Provider **will be under the direct supervision of District personnel** when in contact with students.

   2) The District Administrator supervising this Agreement will be required to certify that Service Provider will at all times be under the direct supervision of District personnel.

   3) Service Provider shall immediately notify the District that the services are no longer under direct District supervision, and certify its compliance with all fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

d. Service Provider 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.

e. **Evidence of compliance with these requirements shall be immediately available to the District upon request or audit.**

22. **TUBERCULOSIS SCREENING REQUIREMENTS**
   a. California law requires that school consultants working with students be free of infectious tuberculosis (TB).

   b. If Service Provider, its employees and/or sub-Service Providers (“Service Provider 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 Service Provider shall at all times during the duration of the Agreement maintain compliance with the tuberculosis (“TB”) certification requirements as set forth herein.

   c. Service Provider shall maintain on file documents confirming that Service Provider 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 Service Provider and shall be available to District upon request or audit. Service Provider 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 Service Provider’s responsibility.

   e. Service Provider 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.

23. CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT
   a. Service Provider certifies that it is cognizant and fully informed of regulations regarding Postretirement Earnings Limits applicable to retirees from California State Teachers Retirement Services (Cal STRS). Service Provider further certifies that it has informed any of its employees/owners who are CAL STRS retirees of the Postretirement Earnings Limit. (California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.)
   b. Service Provider 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 Cal STRS regulations applicable to retirees Postretirement Earnings Limit

24. CONFLICT OF FINANCIAL INTEREST
   a. It shall be Service Provider’s responsibility to know, and comply with, all requirements of California law pertaining Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Service Provider 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 Service Provider. Service Provider is responsible to notify the District immediately if it finds that a potential conflict may exist.
   b. Service Provider 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. Service Provider 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:
      http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGUTL477D602;
      http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AWU6KM1553E4

25. NON DISCRIMINATION
   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 / 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 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 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 Service Provider
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, Service Provider 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:
http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=B4T49X7AED0E
http://go.boarddocs.com/ca/sfusd/Board.nsf/goto?open&id=AGP2W9042347

26. 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 Service Provider or subcontractor, must be accessible to the disabled public. Service Provider 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. 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.

27. MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT
If Service Provider will provide services at a school 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.) Service Provider shall maintain copies of such reports. Service Provider is requested, but is not required, to notify the District school site administrator when a CPS report has been filed.

28. NOTICE OF “CLICK-THROUGH” TERMS OR OTHER MEANS OF PASSIVE ASSENT
THIS AGREEMENT EXPRESSLY SUPERSEDES ANY CLICK-THROUGH, CLICK-ON, “SCREEN WRAP” OR OTHER USER AGREEMENT APPEARING ON SERVICE PROVIDER’S SOFTWARE APPLICATION WEBSITE.

29. GENERAL RESPONSIBILITIES REGARDING DISTRICT DATA
Service Provider acknowledges that the District Data that will be imported or otherwise inputted, or gathered by, the Software may contain personally identifiable student, parent and/or employee data which are confidential, and Service Provider agrees to protect such data from unauthorized disclosures and to comply with all applicable state and federal confidentiality laws including but not limited to the California Education Code and FERPA and the regulations promulgated thereunder.

a. Service Provider shall designate [Insert Name and Title of Contractor’s Designee] as the person responsible for the security and confidentiality of the data and will notify the District immediately in writing of any change in Service Provider’s designee.

b. Service Provider will use reasonable security safeguards, including but not limited to encryption and other electronic and technological measures, to prevent the use or disclosure of District Data other than as provided by this Agreement.

c. Service Provider shall train and instruct all of Service Provider’s staff who require access to District Data in order to carry out their professional responsibilities in relation to this Agreement about the requirements for handling such data, and require each such person who will have access to such information and data to sign a non-disclosure agreement to comply with the confidentiality provisions
of this Agreement and any other confidentiality requirements of the Service Provider.

30. OWNERSHIP OF DATA: OWNERSHIP OF THE RESULTS
   a. Ownership of Data. While the Software Application provided pursuant to this Agreement is the proprietary information and property of Service Provider, Service Provider acknowledges and agrees that the District owns the District data imported or otherwise inputted into, or gathered by, the Software Application (“District Data”); that the District has a right to control, access and retrieve District Data at any time during the term of the Agreement, in computer-readable format; and that any access to and use of such data by Service Provider shall be for the sole purpose of supporting the District’s use of the Software Application pursuant to this Agreement. District Data includes student data, meta data, user content, and pupil records as defined in California Education Code 49073.1(d)(5). Service Provider may, however, use and disclose to third parties such District Data that has been anonymized and de-identified (“De-identified Data”) in accordance with applicable law. De-identified Data shall have all direct and indirect personal identifiers removed, which includes but is not limited to name, social security number, birth date, demographic information, location information, and student ID number. Service Provider shall not attempt to re-identify De-identified Data and not to transfer De-identified Data to any party unless that party agrees not to attempt re-identification of De-identified Data.

   b. Ownership of the Results. Any results, reports, data tables, charts, studies, memoranda, computer data files and media, or other documents in electronic or paper format, or in any format or media that may come into existence, which are prepared by Service Provider in connection with services to be performed under this Agreement, or produced using the Software Application by Authorized Users of the District, and which contain District student information, shall be the property of the District and available to the District during the term of this Agreement.

31. AUDIT AND INSPECTION OF RECORDS
   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.

32. SUBCONTRACTING
   Subject to the provisions in Appendix A authorizing engagement with sub-processors, Service Provider is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.

33. 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.

34. 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.

35. DISPUTE RESOLUTION
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.

36. **COMPLIANCE WITH LAWS**
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. (Note: The penalty for noncompliance with the requirements of Education Code section 49073.1 is that Agreement be voided and unenforceable if, following the provision of notice of deficiency, Service Provider does comply within a reasonable amount of time.)

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

38. **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.

39. **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.

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

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

42. **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.

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

44. **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, Service Provider 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 - Data Privacy Requirements for Cloud-Based Software Application Providers
Appendix B - Description of Software Application Services; Schedule of Fees and Charges
Appendix C - Insurance Requirements

45. STUDENT CONTACT DISCLOSURE
Will Service Provider and/or employees have MORE THAN LIMITED CONTACT or FREQUENT OR PROLONGED CONTACT with District students in the performance of this Agreement?

Check one: [ ] YES  [ ] NO

If YES, Service Provider must comply with the requirements of paragraph 22 and 23 prior to Board ratification or approval.

46. PUPIL-GENERATED CONTENT
“Pupil-generated content” means materials created by a student, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of student content. “Pupil-generated content” does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment. Does the software application permit the creation of student generated content?

[ ] NO. Service Provider’s Software does not permit the creation of pupil-generated content by District student Authorized Users in the performance of this Agreement.

[ ] YES. Service Provider’s Software does permit the creation of pupil-generated content by District student Authorized Users in the performance of this Agreement.

If YES, Service Provider must comply with the requirements of Appendix A, Section 5 b.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, to be effective upon approval by the District’s Board of Education on _______________ and ratified on ________________.
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:  

BY: ________________________________  
   Chief Financial Officer

RECOMMENDED:  

BY: ________________________________  
   Signature of Site/Dept. Administrator

APPROVED AS TO FORM:  

BY: ________________________________  
   Senior Deputy General Counsel
   (N/A if <= $92,600)

BY: ________________________________  
   Contracts Office

Information regarding Service Provider:  
(✔ one and complete W-9 on following page)

Type of Business Entity:

- [ ] Individual, no Employees
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Limited Partnership
- [ ] Corporation, State:
- [ ] Limited Liability Company
- [ ] Other:

INSERT NAME OF AUTHORIZED SIGNATORY

INSERT TITLE OF AUTHORIZED SIGNATORY

INSERT NAME OF CONTRACTOR

INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR

APPROVED:

BY: ________________________________
   Authorized Signature
Form W-9  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service  

**Request for Taxpayer Identification Number and Certification**

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

### Part I: Taxpayer Identification Number (TIN)

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

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

### 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.

<table>
<thead>
<tr>
<th>Sign Here</th>
<th>Signature of U.S. person</th>
<th>Date</th>
</tr>
</thead>
</table>

---

**Please print or type**

**Give Specific Instructions on page 3.**

---

**Department of the Treasury**

**Internal Revenue Service**

**Request for Taxpayer Identification Number and Certification**

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

APPENDIX A
DATA PRIVACY REQUIREMENTS FOR CLOUD-BASED
SOFTWARE APPLICATION PROVIDERS

In accordance with California Education Code § 49073.1 (AB 1584), California Business and Professions Code § 22584 (SB 1177) (“SOPIPA”), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”), and applicable law, the parties hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise stated, whenever the words “as directed,” “as required,” “as permitted,” shall be understood as the direction, requirement, or permission of the District. The words “sufficient,” “necessary,” or “proper,” and the like, mean sufficient, necessary or proper in the judgment of the District unless otherwise indicated by the context. Capitalized terms shall have the meaning ascribed to such terms in the Agreement, unless otherwise explicitly defined below:

   a. **Authorized Users.** "Authorized Users" means all persons holding a valid ID and password issued by the District.

   b. **California Business and Professions Code § 22584 (SB 1177),** also known as the **Student Online Personal Information Protection Act** (“SOPIPA”), sets forth privacy laws for operators of Service Provider websites, online services, and applications that are marketed and used for K-12 school purposes, even if those operators do not contract with educational agencies. While primary responsibility for compliance with SOPIPA lies with Service Provider website operators, the District proceeds with reasonable due diligence when evaluating technology service providers, especially providers based outside of California, to ensure their policies and procedures comply with SOPIPA. SOPIPA adds to the K-12 student privacy scheme the following requirements:
      
      I. Service Providers cannot target advertising on their Service Provider website or any other Service Provider website using information acquired from students.
      
      II. Service Providers cannot create a profile for a student, except for school purposes.
      
      III. Service Providers cannot sell a student’s information.
      
      IV. Service Providers cannot disclose student information, unless for legal, regulatory, judicial, safety, or operational improvement reasons.
      
      V. Service Providers must protect student information through reasonable security procedures and practices.
      
      VI. Service Providers must delete school- or district-controlled student information when requested by schools or districts.
      
      VII. Service Providers must disclose student information: when required by law; for legitimate research purposes; or for school purposes to educational agencies.

   c. **Covered Information** has the meaning ascribed to “Covered Information” in SOPIPA (defined above) and includes any Personal Student Information that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a District School.

   d. **Documentation.** The technical publications relating to the use of the Software Application, such as reference, installation, administrative and programmer manuals, provided by Service Provider to the District.

   e. **Internet.** "Internet" shall mean the global network of computers and devices commonly referred to as the "Internet," including (without limitation) the World Wide Web.

   f. **Online.** “Online” and “online” shall mean that the item so described is accessible and available via the Internet.

   g. **Personally identifiable information** (“PII”) is any data that could potentially identify a specific individual student. Any information that can be used to distinguish one student from another and can be used for de-anonymizing anonymous data can be considered PII. PII includes information that can be used to distinguish or trace an individual’s identity either directly, or indirectly through linkages with other information.

   h. **Pupil-Generated Content** has the meaning ascribed to “Pupil-generated content” in
i. **Pupil Records** has the meaning ascribed to “Pupil records” in California Education Code § 49073.1., and include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees.

j. **Software Application**. "Software Application" means the online hosted computer software application residing on Service Provider’s servers that Service Provider uses to provide to District services, and that Service Provider makes digitally accessible to the District and its Authorized Users via the Internet.

k. **Sub-processor**. A “sub-processor” is a third-party data processor engaged by Service Provider who has or potentially will have access to or process Pupil Records or Personally Identifiable Information. Third parties that do not have access to or process Pupil Records, Pupil Generated Content or PII, but who may be used with District permission to provide Services are referred to as “sub-contractors” and not **sub-processors**.

2. **FERPA COMPLIANCE; SCHOOL OFFICIAL EXCEPTION**. Service Provider and District jointly agree as follows:

a. Service Provider and District 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 et. seq. 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 Pupil Records 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.**

b. District designates Service Provider as and Service Provider agrees to act as a “District official” with "legitimate educational interests" in District’s educational records under FERPA to the extent that Service Provider receives “educational records” as defined under FERPA regulation 34 CFR § 99.31(a)(1), or agrees act under another applicable FERPA exception, such as the “directory information” exception. **Service Provider further agrees to reasonably cooperate with District to appropriately respond to FERPA access and correction requests by District in accordance with this Appendix A and applicable state and federal law.**

3. **PUPIL RECORDS / DATA PRIVACY OBLIGATIONS.**

a. **Ownership and Control of Pupil Records.** At all times, Pupil Records shall be the property of and under control of the District.

b. **Restrictions on Pupil Records Use.** Service Provider will not use Pupil Records for any purpose other than those required or specifically set forth in this Appendix A and the Agreement between District and Service Provider.

c. **Pupil Records Access and Review.** Service Provider will cooperate with District to fulfill requests made by a parent, legal guardian, eligible student, or District personnel to request a review and correction of erroneous PII contained in Pupil Records pursuant to District’s verification and instruction within a commercially reasonable amount of time and in compliance with state and federal law.
d. **Protection of Pupil Records.** Service Provider will implement commercially reasonable technical, administrative, and physical safeguards designed to protect Pupil Records, including specific training of appropriate personnel.

e. **Breach of Pupil Records.**
   i. In the event of a breach of Pupil Records, Service Provider will comply with all applicable breach response laws (including, as applicable, California Civil Code § 1798.82) to assist in providing notification or directly providing notification as required to District, affected parents, legal guardians, eligible students, and regulators.

   ii. In the event of any unauthorized disclosure of District Data, including without limitation personally identifiable information from student education records, the Service Provider will promptly notify the District in writing upon discovery of such unauthorized disclosure and, in accordance with applicable law, the Service Provider will promptly notify all affected individuals, including without limitation notifying the parents or legal guardians of minor students, or students if at least 18 years of age, as applicable, in writing of such unauthorized disclosure.

4. **PROHIBITION ON TARGETED ADVERTISEMENT AND SALE OF PUPIL RECORDS**

   Service Provider will not use Pupil Records, Pupil-Generated Content or Covered Information to engage in targeted advertising as prohibited by applicable law including as prohibited by California Education Code § 49073.1 and SOPIPA. Additionally, Service Provider agrees not to sell Pupil Records, Pupil-Generated Content, or Covered Information, to amass a profile about a K-12 educational student for a non-educational purpose, or for any purposes prohibited by FERPA, SOPIPA, or California Education Code § 49073.1.

5. **TRANSFER OF PUPIL-GENERATED CONTENT.**

   a. Pupil-generated content” means materials created by a student, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of student content. “Pupil-generated content” does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

   b. To the extent that students submit their Pupil-Generated Content on Service Provider’s products, a parent, guardian, or eligible student may submit a request to Service Provider to transfer this information as follows:

   INSERT A DESCRIPTION OF THE MEANS BY WHICH STUDENTS MAY RETAIN POSSESSION AND CONTROL OF STUDENT-GENERATED CONTENT, INCLUDING OPTIONS BY WHICH A STUDENT MAY TRANSFER STUDENT-GENERATED CONTENT TO A PERSONAL ACCOUNT

   c. Following verification of the requestor’s authorization to receive the information (which may require verification by the District), Service Provider will provide the Pupil-Generated Content that Service Provider possesses within a commercially reasonable time, and in a mutually-agreeable format. If Service Provider’s Products are primarily used as a platform for students to submit Pupil-Generated Content, Service Provider guarantees retention of Pupil-Generated Content; otherwise Service Provider shall use commercially reasonable methods for retaining and transferring Pupil-Generated Content as requested.
6. **PUPIL RECORDS DELETION AND STORAGE REQUESTS**

   a. Service Provider will act upon District’s documented and verified instructions to delete Pupil Records during the term of the Agreement, unless Service Provider is required to retain such information to comply with Service Provider’s legal obligations.

   b. Within thirty (30) days of the termination or expiration of the Agreement, if no subsequent agreement is in place between the parties to allow Service Provider to have access to the District's confidential Pupil Records, 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.

   c. To the extent that Service Provider’s Software permits District student Authorized Users to create pupil-generated content, the data return and destruction provisions of this Section shall not apply to pupil-generated content if the student chooses to establish or maintain an account with the Service Provider.

7. **ENGAGEMENT OF SUB PROCESSORS**

   The District acknowledges and agrees that Service Provider may engage third party Sub processors in connection with the provision of the services. Service Provider will enter into a written agreement with each Sub processor containing data protection obligations that provide the same data protection obligations for Pupil Records Privacy Data as those in the Agreement and this Appendix A, taking into account the nature of the Products provided by such Sub processor.

   a. **List of Sub processors.** A current list of Sub processors, including the identities of those Sub processors and their country of location, will be provided to the District upon request. Service Provider shall inform the District of any intended changes concerning the addition or replacement of other Sub processors, thereby giving the District the opportunity to object to such changes.

   b. **Liability.** Service Provider shall be liable for the acts and omissions of its Sub processors to the same extent Service Provider would be liable if performing the Products of each Sub processor directly under the terms of the Agreement and this Appendix A.

8. **DEMONSTRATION OF COMPLIANCE**

   a. At least once per contract year and as otherwise required by relevant Data Protection Laws and data protection authorities, during Service Provider’s regular business hours and at the District’s sole expense, Service Provider will make available to the District all information necessary to demonstrate compliance with the obligations set-forth in the Agreement and this Appendix A, and allow for and contribute to audits, including inspections, conducted by the District, pursuant to the Agreement. All information accessed or obtained by the District in connection with this audit shall be considered confidential information of Service Provider.
b. Service Provider shall inform the District in compliance with and as required by relevant Data Protection Laws, if, in its opinion, a Purpose or any documented instruction it receives from the District with respect to the Processing of Personal Data, infringes or prevents it from complying with Data Protection Laws.

9. MISCELLANEOUS

a. **Business Transfer**: Under certain circumstances, Service Provider may share or disclose certain information, in connection with or during negotiations of any merger, sale of company assets, financing, or acquisition of all or a portion of its business to another company. If such transfer is subject to additional mandatory restrictions under applicable laws, Service Provider will comply with such restrictions. The successor entity will be subject to all applicable federal and state laws, including student privacy laws.

b. **Legal Requirements**. Service Provider may share or disclose certain information if necessary to comply with any law enforcement, legal, or regulatory process, such as to respond to a warrant, subpoena, court order, or other applicable laws and regulations.

c. If any provision of this Appendix A conflicts with a provision in the Agreement and is otherwise incapable of being construed in conjunction with the Agreement, the terms of this Appendix A shall take precedence to the extent of such conflict. For avoidance of doubt, all other provisions and terms in the Agreement remain in full force and effect.

--end--
APPENDIX B-1

I. DESCRIPTION AND DATA COLLECTION OF SOFTWARE APPLICATION SERVICES

1. DESCRIPTION OF SOFTWARE APPLICATION, AND RELEVANT SERVICES:

   Briefly describe the services provided by the software application

2. SINGLE SIGN-ON (SSO) REQUIREMENTS

   The District requires applications support the use of SFUSD-provided Single Sign-on (SSO) credentials for students and educators to access instruction materials, preferably Clever or Google Federated Login. Which of the following will your organization be using to process SSO authentication requests?

   - Clever
     Note: If Clever is used, please provide the following additional information

     1. What Clever API version does the integration support today? YES ☐ NO ☐
     2. Is the iOS application certified by Clever's partner engineering team? YES ☐ NO ☐
     3. Does the integration support student/teacher/school admin/district admin SSO? YES ☐ NO ☐
     4. Does the integration support co-teachers? YES ☐ NO ☐
     5. Does the integration support multi-site students? YES ☐ NO ☐
     6. Does the integration support multi-site teachers? YES ☐ NO ☐
     7. Does the integration support multiple classes per student? YES ☐ NO ☐
     8. Does the integration support multiple classes per teacher? YES ☐ NO ☐
     9. Does the integration have any quirks or limitations that should be kept in mind? (e.g. only certain section subjects are supported) YES ☐ NO ☐

   - Google
   - SFUSD – ADFS (Local)
   - None
   - Other
3. DESCRIPTION OF PERSONAL STUDENT DATA COLLECTED:
[Check all applicable Personal Student Information collected by Service Provider’s Software Application and stored on Service Providers servers]

<table>
<thead>
<tr>
<th>Category of Data</th>
<th>Elements</th>
<th>✔ if used by your system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Use Statistics</td>
<td>IP Addresses of users, Use of cookies etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meta data on user interaction with application</td>
<td></td>
</tr>
<tr>
<td>Assessment</td>
<td>Standardized test scores</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Observation data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other assessment data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please specify:</td>
<td></td>
</tr>
<tr>
<td>Attendance</td>
<td>Student school (daily) attendance data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Student class attendance data</td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>Online communications that are captured (emails, blog entries)</td>
<td></td>
</tr>
<tr>
<td>Conduct</td>
<td>Conduct or behavioral data</td>
<td></td>
</tr>
<tr>
<td>Demographics</td>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Place of Birth</td>
<td></td>
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<td></td>
<td>Gender</td>
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<td></td>
<td>Ethnicity or race</td>
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<td></td>
<td>Language information (native, preferred or primary language spoken by student)</td>
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<td></td>
<td>Other demographic information</td>
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<td>Please specify:</td>
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<tr>
<td>Enrollment</td>
<td>Student school enrollment</td>
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<td></td>
<td>Student grade level</td>
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<td></td>
<td>Homeroom</td>
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<td></td>
<td>Guidance counselor</td>
<td></td>
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<tr>
<td></td>
<td>Specific curriculum programs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year of graduation</td>
<td></td>
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<td></td>
<td>Other enrollment information</td>
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<td></td>
<td>Please specify:</td>
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<tr>
<td>Parent/Guardian Contact Information</td>
<td>Address</td>
<td></td>
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<td>Email</td>
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<td></td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Parent ID number (created to link parents to students)</td>
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</tr>
<tr>
<td></td>
<td>First and/or Last</td>
<td></td>
</tr>
<tr>
<td>Schedule</td>
<td>Student scheduled courses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Teacher names</td>
<td></td>
</tr>
<tr>
<td>Special Indicator</td>
<td>English language learner information</td>
<td></td>
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<tr>
<td></td>
<td>Low income status</td>
<td></td>
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<tr>
<td>Medical alerts</td>
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<td></td>
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<tr>
<td>Student disability information</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Specialized education services (IEP or 504)</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Living situations (homeless/foster care)</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Other indicator information – Please specify:</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

**Student Contact Information**

<table>
<thead>
<tr>
<th>Address</th>
<th>□</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>□</td>
</tr>
<tr>
<td>Phone</td>
<td>□</td>
</tr>
<tr>
<td>First and/or Last Name</td>
<td>□</td>
</tr>
</tbody>
</table>

**Student In App Performance**

Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)

**Student Program Membership**

Academic or extracurricular activities a student may belong to or participate in

**Student Survey Responses**

Student responses to surveys or questionnaires

**Student work**

Student generated content; writing, pictures etc.

Other student work data – Please specify:

**Transcript**

Student course grades

Student course data

Student course grades/performance scores

Other transcript data – Please specify:

**Transportation**

Student bus assignment

Student pick up and/or drop off location

Student bus card ID number

Other transportation data – Please specify:

**Other**

Please list each additional data element used, stored or collected by your application

---

4. Provide a summary of ALL OTHER data collected, including data collected by third-party sub-processors via cookies, plug-ins, ad networks, web beacons etc.

INSERT A DESCRIPTION OF THE TYPES OF INFORMATION COLLECTED BY THE SOFTWARE APPLICATION
APPENDIX B-2

SCHEDULE OF FEES AND CHARGES / CALCULATION OF CHARGES

INSERT SCHEDULE OF FEES (INCLUDING RANGES OF DISCOUNTS AVAILABLE FOR THE DISTRICT, BASED ON THE NUMBER OF LICENSES)
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 subcontractors. **Note:** Professional liability insurance coverage is normally required if the Service Provider is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Service Providers, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with the District’s Risk Manager.

**MINIMUM SCOPE OF INSURANCE:**

1. **Comprehensive/Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000.00) per occurrence and a general aggregate in an amount twice the required occurrence limit, including coverages for Employers liability, contractual liability, personal injury, independent contractors, and sexual abuse and molestation. The Sexual Abuse and Molestation coverage will be waived, in the District’s sole discretion, if the Contractor has certified will have no contact with, or limited contact with, the District’s students in the performance of this Agreement.
   a. **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 Consultant through the District’s Contracts Office provided that Consultant will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver.

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. **Technology Errors and Omissions (E&O)** liability insurance coverage with limits of One Million Dollars ($1,000,000.00) per occurrence/claim. The policy shall, at a minimum, cover failure to render professional services, negligence, professional misconduct and lack of the requisite skill required for the performance of services under this Agreement, and shall also provide coverage for the following risks:
a. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personally identifiable information, such as, without limitation, name, address, social security number, protected health information, security codes, access codes, passwords, or personal identification numbers (PINs) stored or transmitted in electronic form, and shall include coverage for privacy notification costs, credit monitoring and regulatory fines & fees arising from such theft, dissemination and/or use of confidential information.

b. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.

c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the District’s or a third party’s computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

d. Liability arising from the failure of the technology services/product(s) provided pursuant to this Agreement

e. Cyber-liability insurance coverage with limits of not less than One Million Dollars ($1,000,000.00) per occurrence/claim and an annual aggregate of Two Million Dollars ($2,000,000.00) covering liability arising from occurrences/claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and failure to render professional services. Such insurance shall provide coverage for liability assumed under a contract.

5. Professional Liability (Errors and Omissions Insurance) (This is needed if the Service Provider holds a professional license that is regulated by the state) appropriate to the Service Provider’s profession, with limits no less than One Million Dollars ($1,000,000.00) per occurrence or claim, Two Million Dollars ($2,000,000.00) aggregate.

   a. Claims Made Policies (note –applicable only to professional liability, see below)

   b. If any of the required policies provide claims-made coverage:

      I. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

      II. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

      III. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Service Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

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 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.

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