REQUEST FOR PROPOSAL
IMPLEMENTATION PARTNER FOR HUMAN CAPITAL MANAGEMENT AND BUDGET DEVELOPMENT
RFP NO. IP-2019

PRE-PROPOSAL CONFERENCE (OPTIONAL)
San Francisco Unified School District
2nd Floor Conference Room #210
135 Van Ness Avenue
San Francisco, CA 94102

DIAL-IN INFORMATION
+1 516-888-0780
PIN: 703 725 104#

DATE AND TIME
May 29, 2019 - 10:00 A.M. PST

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

PROPOSAL DUE DATE AND TIME
June 17, 2019 - 2:00 P.M. PST

- Please go to the following link to view and download the bid package.
- Please look for "Implementation Partner for Human Capital Management and Budget Development" section under "Current RFPs, RFQs, RFOs & RFIs". All related documents for this bid 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, Bidders are required to respond according to the instructions contained in the RFP. Bidders will respond utilizing the format, forms and other criteria indicated in the RFP.
- Bidder responses that do not comply with the format, forms and other criteria indicated, will be rejected. The District reserves the right to refuse all bids.
- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Bidder is requested not to contact any individual, within the District, other than the purchaser of this solicitation.
The District reserves the right to refuse any and all bids, and to waive any irregularities or informalities in any bid or in the bidding.

The District reserves the right to amend this RFP as necessary.

The District reserves the right to negotiate all terms, conditions, scope of work, and costs before award of contract.

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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RFP Timeline

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<th>Date</th>
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<tr>
<td>RFP Issue Date</td>
<td>May 2, 2019</td>
</tr>
<tr>
<td>RFP Document Posting (SFUSD Website)</td>
<td>May 2, 2019</td>
</tr>
<tr>
<td>RFP Advertisement No. 1 Run Date</td>
<td>May 2, 2019</td>
</tr>
<tr>
<td>RFP Advertisement No. 2 Run Date</td>
<td>May 9, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Question Submission Deadline (5:00 P.M. PST)</td>
<td>May 23, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference (10:00 A.M. PST)</td>
<td>May 29, 2019</td>
</tr>
<tr>
<td>Question &amp; Answer Posting (5:00 P.M. PST) (SFUSD Website)</td>
<td>June 3, 2019</td>
</tr>
<tr>
<td>RFP Due Date and Time (2:00 P.M. PST)</td>
<td>June 17, 2019</td>
</tr>
<tr>
<td>Intent to Award Notice Posting (5:00 P.M. PST) (SFUSD Website)</td>
<td>July 15, 2019</td>
</tr>
<tr>
<td>Board of Education Approval</td>
<td>TBD</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>TBD</td>
</tr>
</tbody>
</table>

*Note: Attendance at the Pre-Proposal Conference is optional*
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. IP-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 3, “RFP Due Date and Time”. Proposals received after the date and time indicated will be rejected.

Proposer to provide the information requested below in the following Tab order:

Tab A: Background and Experience

1. Cover letter
2. Company profile
3. Length of time your company has engaged in providing consultation for the implementation of cloud-based HCM systems
4. List of systems and modules your company has implemented and when (SAP SuccessFactors desired)
5. Description of experience working with the public sector, unionized agencies (K-12 educational institutions desired)

Tab B: Organization Chart, Resumes, Roles/Responsibilities and Certifications

1. Proposed project team org chart with titles
2. Resumes of each of the proposed team members
3. Availability of proposed team immediately after contract approval and for the duration of this project
4. SuccessFactors Professional or Associate Certifications
5. Description of planned use of sub-contractor(s) and what role the sub-contractor will assume in the project

Tab C: Project Management and Structure

1. Proposed project methodology, plan, milestones, phases, tasks, estimated start and end time for each task, and overall timeline
2. Roles and Responsibilities outlining consultants vs. SFUSD's responsibilities
3. Estimated number of hours of consulting versus SFUSD staff time required for each phase and for key tasks
4. Projected cost breakdown by phase, key tasks, and a detailed pricing sheet for the project and the average hourly cost to perform for the scope of work for this RFP

Tab D: Additional Questions

1. Is your company 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.
2. 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.
3. Is your company in any default with any bank or entity? If yes, specify details and circumstances for resolution.
4. Does any relationship exist between an employee of your company and SFUSD? If yes, please explain.
5. Has your company had a failed implementation or separation from a client within the past three (3) years? If yes, please explain.
Tab E: Written Questionnaire

<table>
<thead>
<tr>
<th>#</th>
<th>Question(s)</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>What is your company’s overall experience with rapid implementation of cloud-based human capital and budget management systems within the last three (3) calendar years? How many implementations were completed and/or are currently in progress?</td>
<td>150</td>
</tr>
<tr>
<td>2</td>
<td>How many specific SAP SuccessFactors implementations has your company successfully configured and implemented within the past three (3) years? For each, please describe the specific SuccessFactors modules and version numbers configured and implemented. How many such implementations were completed and are currently in progress? Please let us know which SuccessFactors modules you have never implemented.</td>
<td>150</td>
</tr>
<tr>
<td>3</td>
<td>Describe your understanding of the unique requirements and potential configuration challenges specific to K-12 public education institutions with the following modules:</td>
<td>150</td>
</tr>
<tr>
<td></td>
<td>- Recruitment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Employee Central</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Position Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Time and attendance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Employee Central Payroll</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Budgeting process</td>
<td></td>
</tr>
<tr>
<td></td>
<td>List the anticipated configuration challenges, your approach, and recommended solutions. Explain how you access best practices for public sector K-12 institutions.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Describe your experience and methodology for facilitating business transformation and process improvement sessions. What are the most significant business process improvements you've helped your client(s) realize? Explain how you help your client(s) navigate business partner, manager, or end-user resistance to process changes?</td>
<td>100</td>
</tr>
<tr>
<td>5</td>
<td>Describe your experience and methodology with data cleanup, mapping, conversion, and testing. What tools do you use, and are they proprietary? Describe a situation where you had to help a client address significant data integrity issues prior to conversion, and explain your role, solution, and the outcome. How do you help your client prepare for data conversion, what data to convert, and how many years of data to convert?</td>
<td>100</td>
</tr>
<tr>
<td>6</td>
<td>Describe your experience with interface development, conversion and testing and the most complex interface you've had to develop/convert. Provide examples of the types and formats of interfaces that you have developed.</td>
<td>100</td>
</tr>
<tr>
<td>7</td>
<td>Describe your experience with report conversion and development and explain the most complex reports you've developed. How do you help your clients identify reporting requirements?</td>
<td>100</td>
</tr>
<tr>
<td>8</td>
<td>Describe your stakeholder engagement methodology. Describe an engagement and communication plan you've developed. Explain the methodology and what components you have developed for your client(s). Describe a challenging stakeholder situation where, in retrospect, you realize you could have approached differently.</td>
<td>50</td>
</tr>
</tbody>
</table>
9. Explain how you've prepared end users, administrators, and technical staff to use, administer, and manage the system. What specific training curriculum and resources have you developed for your clients and how have you determined the effectiveness of each? How have you prepared system administrators to effectively manage the system post implementation? Describe an engagement where there were significant issues with stakeholder engagement and how you addressed those. Describe a situation where you encountered significant training challenges and how you addressed them and/or how, in retrospect, you might have addressed them differently.

Post Award Documents Required

1. Insurance certificates and endorsements
2. Criminal Background Check, if applicable
3. Tuberculosis Clearance, if applicable
4. All other supporting documents as required by the District

Inquiries and Contacts

All inquiries/questions and communications in reference to this RFP are to be directed to:

Norman Liang  
Purchasing Department  
RFP No. IP-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

All questions must be submitted in writing on or before the due date and time specified in the Timeline on Page 3, Pre-Proposal Question Submission Deadline. No questions/inquiries will be entertained after this date. The preferred communication is email, although questions/inquiries may be sent via regular mail or facsimile. All communication shall be sent to the purchaser’s attention and include the above highlighted information on the outside of the parcel/envelope.

Information for Bidders

Filing of Protests

Protests relating to the content of this Invitation for Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date the IFB/RFP is first advertised. Protests relating to a recommendation for award solicited by this IFB/RFP must be filed by an “interested Party” within five (5) business days after the staff’s written recommendation and notice of intent to award is issued to the proposing firms. The date of filing shall be the date of receipt of protests or appeals by the District.

All protest shall be filed in writing with the Manager of Purchasing Department, San Francisco Unified School District, 135 Van Ness Avenue, Room 123, San Francisco CA 94102. No other location shall be acceptable.
Note Regarding The Public Records Act

Government Code Section 6250 et seq., the California Public Records Act (PRA), defines a public record as any writing containing information relating to the conduct of the public business. The PRA provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any form of contract or lease agreement that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record, excepting to the extent permissible by law a Proposer’s financial information.

Submission of any materials in response to this RFP, other than Financial Documentation clearly marked as “CONFIDENTIAL”, constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the San Francisco Unified School District if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold SFUSD harmless for release of such information.

Form of Agreement

Appendix F is a copy of the Agreement the selected proposer will be required to 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 Department of Technology, 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.

Background

The San Francisco Unified School District (SFUSD) is the seventh largest school district in California, serving more than 57,000 students across 132 schools. We aim for every student who attends SFUSD schools to discover their spark, along with a strong sense of self and purpose, and that all students 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.
In alignment with SFUSD strategic plan and core values, the District has committed to replace its current PeopleSoft Employee Information System with SAP SuccessFactors, a modern cloud-based SaaS HCBM solution. The District is seeking an experienced implementation partner to provide consulting services with project management, business process review and transformation, data conversation, interface development, system configuration, testing, and implementation of the solutions as identified below.

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Software Bundle</th>
<th>Material Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>SAP SuccessFactors Enterprise Bundle Configured in English</td>
<td>8005157</td>
</tr>
<tr>
<td></td>
<td>• SAP SuccessFactors Employee Central Included in bundle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• SAP SuccessFactors Recruiting Included in bundle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• SAP SuccessFactors Onboarding Included in bundle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• SAP HANA Cloud Integration (HCI) Included in bundle</td>
<td></td>
</tr>
<tr>
<td>Phase 1</td>
<td>SAP Cloud Platform</td>
<td>8004743</td>
</tr>
<tr>
<td>Phase 1</td>
<td>SAP US Benefits Administration (Benefits Focus)</td>
<td>8004939</td>
</tr>
<tr>
<td>Phase 1</td>
<td>SAP Time and Attendance Management by WFS (WorkForce Software)</td>
<td>8003956</td>
</tr>
<tr>
<td>Phase 1</td>
<td>SAP SuccessFactors Employee Central Payroll</td>
<td>8005141</td>
</tr>
<tr>
<td>Phase 1</td>
<td>SAP SuccessFactors Employee Central Service Center</td>
<td>8005140</td>
</tr>
<tr>
<td>Phase 1</td>
<td>SAP US Payroll Tax Calculation by BSI</td>
<td>8003142</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP Advanced Jam Social Software</td>
<td>8005157</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP SuccessFactors Performance and Goals</td>
<td>8005157</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP SuccessFactors Compensation</td>
<td>8005157</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP SuccessFactors Succession and Development</td>
<td>8005157</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP SuccessFactors Learning</td>
<td>8005157</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP SuccessFactors Workforce Analytics &amp; Planning</td>
<td>8005157</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP Budgeting and Planning</td>
<td>7018680</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP Business Objects for Budgeting and Planning</td>
<td>7019046 and 7019045</td>
</tr>
<tr>
<td>Phase 2*</td>
<td>SAP HANA Database for Budgeting and Planning</td>
<td>7016494</td>
</tr>
</tbody>
</table>

* SFUSD seeks to implement only the Phase 1 modules listed in the chart above. The Phase 2 modules listed have not been finalized by SFUSD and are NOT in scope of work for this RFP. Phase 2 module information is being furnished for the purposes of providing Implementation Partners with an understanding of SFUSD’s longer-term roadmap for a comprehensive HCBM solution, and for Phase 1 modules configuration and integration considerations, if any.
**Project Goal**

Replace the existing PeopleSoft 8.3 Employee Information System (EIS) and related systems with a modern, cloud-based Human Capital Budget Management (HCBM) system and re-engineered business processes that transforms how SFUSD does business in ways that are more efficient, more empowering for staff, and better aligned with best practices.

**Project Objectives**

The initiative is based on implementing an integrated, cloud-based HCBM solution with the following objectives:

1. Alignment with SFUSD’s vision and strategic plan for human capital and budget management, which incorporates the following guiding principles:
   a. Streamline and standardize Human Resource management, budget development, time entry, and Payroll processes
   b. Create an intuitive user experience that supports adoption by managers, employees, super users and administrators
   c. Provide real time and on-demand access to Human Resources (HR) and Payroll data and enhance data analytics
2. A simple, convenient, and online solution that results in efficient processes and user satisfaction
3. SFUSD business requirements are met with end-user needs factored into system design and functionality
4. Business transformation and incorporation of best practices resulting in enhanced, streamlined processes empowering our community
5. Seamless system integration and automation while providing a flexible, scalable, and configurable environment for the future
6. Accurate and reliable data and access to real-time data for metrics, ad hoc and scheduled reporting, and dashboards for decision support for stakeholders across the SFUSD community, i.e. back office teams, department heads, school leaders, staff, and educators.
7. Autonomous and predictable systems management capabilities (e.g. upgrades, patches)
8. System is delivered without gaps or errors, with minimal system customizations, delivered on-time and within budget
9. All deliverables are created with sufficient SFUSD stakeholder involvement, and purpose and value are made clear to SFUSD.
10. Administrators and end-users express satisfaction with the new system.

**Proposal Evaluation and Selection Process**

This section outlines the process for analyzing and evaluating the Proposals. Throughout the evaluation and selection process, SFUSD will leverage Evaluation Committees comprised of District leadership, subject matter experts, and key stakeholders.

The evaluation and selection process for this RFP is comprised of the following series of steps described below and begins with an initial screening, followed by a four-step evaluation process.

**Initial Screening**

An Initial Screening process is conducted by the Evaluation Committee who will review all submitted proposals for initial determinations on responsiveness, acceptability, and general qualifications.

Elements reviewed during this Initial Screening on a pass/fail basis include without limitation are:

1. Proposal completeness.
2. Compliance with all requirements of this RFP.
3. Background, experience, and qualifications.

If a proposer fails any of the outlined requirements, they will not be selected to proceed to Step 1 of the evaluation process. Based on the initial screening, SFUSD expects to pass at minimum five (5) Proposals to proceed to the Evaluation Process as described below.

**Evaluation Process**

The evaluation process consists of a four (4) step process designed to provide SFUSD with an understanding of each Proposer’s degree of related experience, abilities, qualifications, and fit for this project. There are an available total of 1,000 points for each section and the weighting for each is described in the following chart.

<table>
<thead>
<tr>
<th>Step</th>
<th>Evaluation Process Description</th>
<th>Available Points</th>
<th>Weighted %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Written Questionnaire</td>
<td>1000</td>
<td>40%</td>
</tr>
<tr>
<td>2</td>
<td>Performance Tasks (Live)</td>
<td>1000</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>Client Reference Questionnaire</td>
<td>1000</td>
<td>15%</td>
</tr>
<tr>
<td>4</td>
<td>Cost</td>
<td>1000</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>4000</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

The following summarizes each step of the Evaluation Process:

**Evaluation Step 1: Written Questionnaire (40%)**

The Written Questionnaire is comprised of nine (9) questions and Vendors should provide responses which clarify the experience and qualifications to address each question.

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

1. Whether the response 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 of the vendor to best meet SFUSD needs

SFUSD will pass at minimum, the three (3) highest scoring Vendors of the Evaluation Step 1: Written Questionnaire to proceed to the next Evaluation Step 2: Performance Tasks (Live).

**Evaluation Step 2: Vendor Presentation - Performance Tasks (30%)**

Vendors chosen to proceed to Evaluation Step 2: Vendor 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. Vendors will be provided a total maximum allowable time of 60 minutes to complete each of the three-part presentation.

The Evaluation Committee will evaluate and score the in-person Vendor presentation based on the following factors:

1. Problem solving approach
2. Professional communication and clarity
3. Facilitation approach and effectiveness
4. Vendor’s responses to follow up questions

Further information detailing the performance tasks will be provided to all invited Vendors at minimum two-weeks 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 reserves 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 (15%)**

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

Three (3) 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 upon request. A total of ten (10) client reference questions, each weighted equally will be asked of each client reference.

**Evaluation Step 4: Cost (15%)**

SFUSD will conduct an analysis of the Implementation Consultant’s proposed cost in relation to other proposals received, technical scores, and/or budget considerations.

**Final Scoring**

The Evaluation Committee will tabulate the scores attained in each of the evaluation sections, weight the scores as defined, and rank the Implementation Consultants, starting with the consultant receiving the highest total score, then continuing with the consultant receiving the second highest total score, and so on. The Vendor with the highest total score will be identified as the highest-ranked Vendor eligible to proceed with the award of the contract, if an award is made. 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 Implementation Consultant 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.*

**Pathways to Success**

The following are identified factors which contribute to attaining the defined goals and objectives for this RFP.

- Technical expertise and experience with successfully configuring the aforementioned SuccessFactors modules for an agency with similar business requirements and context, i.e. K12 education/public sector.
- Technical expertise to identify optimized solutions to address unique SFUSD business requirements and gaps.
  - Knowledge and access to best practices, particularly for K12 school districts
  - Experience with developing creative configuration solutions where needed, not just “out of the box”
  - Customization recommendations are made only as a last resort where no other solutions exist
  - Communicate directly with SAP where system limitations require customization to understand product enhancements being developed to address system gaps
• Dedication to gain clear “functional” understanding of SFUSD operations and processes in order to develop optimal recommendations and solutions.
• The system is designed, configured and implemented in collaboration with input by District stakeholders; key decisions are made with input by I-Team and approval by SteerCo.
• Business stakeholders affected by a business process are involved in providing input into the design of processes in the system.
• Project timelines take into consideration District staff resources/availability, business cadence and any critical business cycles, and are subject approval by SFUSD.
• Efforts are made to ensure accurate and reliable data in the new system; clear communication of impact to users if choices are made to not clean or migrate all data.
• Data is simple to access and compile and can be used to support business decisions and strategy.
• Seamless, reliable integration across all SFUSD systems (e.g. job boards, in-house budget development system, active server, HSS, and etc.).
• Thorough testing of data, system functionality, interfaces, security, and reports to ensure errors and/or bugs are identified and corrected prior to implementation.
• Comprehensive training and knowledge transfer for all users including all levels of staff at all work locations, workflow approvers, process administrators, SMEs, IT and HR staff, using multiple delivery methods where appropriate and reasonable.
• Remote users have convenient and reliable access to the system and support as needed.
• Users have access to timely support to address functional and technical questions.
• Timely stakeholder engagement and communication targeted to each user group to create awareness, value, and interest.
• The goals and value of the desired outcomes for the system are clear and understood.
• SMEs and administration are trained with using the system go forward to administer their programs:
  o Skills/knowledge needs for each user group are identified and addressed.
  o Each user group receives customized training developed with adult learning principles and provided through various mediums (e.g. videos, webinars, manuals, etc.).
• Change orders are effectively managed, and work outside the scope of the contract is vetted through a clearly defined review and authorization process.
• Effective project management, scoping, planning, coordination, prioritization, communication, problem solving, and collaboration for the comprehensive HCBM program.
• Recognition of a shared definition of success with SFUSD as demonstrated through effective project management, design, planning, configuration, implementation, testing, and transition of a cloud-based platform that meets the business requirements and process workflows identified by SFUSD.

Statement of Work (SOW) - General Duties

Project Management

SFUSD requires the Implementation Consultant to assign a project manager with cloud-based enterprise system implementation experience to provide effective project management for the scope of work as defined in this RFP. The Implementation Consultant is responsible for all project management related duties and responsibilities to ensure the project is completed on time and within budget, and with high collaboration and engagement between all SFUSD and Implementation Consultant project team members and all stakeholders. These duties include but are not limited to the following:

• Establish the necessary charter, governance, tools, resources, and risk mitigation strategy to create and maintain a sustaining environment including coordination and collaboration with the District’s project management team.
• Develop an updated project plan which defines each phase of the project and details the following:
  o Tasks and subtasks for work including estimated work effort
  o Start and end dates for each task and sub-task
  o Relationships and dependencies for each task and sub-task
Key Deliverables

1. Project Work Plan
2. Project Status Dashboard
3. Project Logs
4. Risks and Issues Log

Business Process Transformation & Fit Gap Analysis

Through the HCBM system project, SFUSD seeks to transform how the District does business in ways that are more efficient, more empowering for SFUSD employees, and better aligned with best practices.

The Implementation Consultant is responsible for the entire scope of work related to business process development, review and transformation duties to ensure the District’s business processes are optimized in relation to system capabilities and best practices. Business process transformation and fit gap analysis must be built into the overall project plan for this implementation. The scope of work includes, but is not limited to the following:
SFUSD has developed several business process and they fall into three categories.

- **Category 1. Business Processes developed, reviewed and approved by initial stakeholders**
  - SFUSD expects the Implementation Consultant to perform the following for Category 1 Business Processes:
    - Review SFUSD proposed future state processes and complete a fit/gap analysis against system capabilities and best practices; update processes and develop any identified missing processes in collaboration with the SFUSD team.
    - Identify challenges and opportunities, discuss, perform impact analysis, and recommend opportunities to streamline and enhance processes as needed.
    - Determine to what extent the business processes require system customization and the impacts of the customizations on the project.
    - Outline and clearly communicate how the business processes will be used with the configuration workbooks of the system.

- **Category 2. Business Processes developed, on hold and/or not reviewed**
  - SFUSD expects the Implementation Consultant to perform the following for Category 2 Business Processes:
    - Lead and facilitate business process review sessions.
    - Collaborate strategically to seek input and sign off from business processes owners and impacted stakeholders to ensure all needs and impacts are accounted for in the development of solutions for business requirements.
    - Identify challenges and opportunities, discuss, perform impact analysis, and recommend opportunities to streamline and enhance processes as needed.
    - Ensure all requirements listed in category 1 are met for Category 2.

- **Category 3. New Business Processes**
  - SFUSD expects the Implementation Consultant to perform the following for Category 3 Business Processes:
    - Develop/update a process map and flow diagram for the existing state with explanation for each step and decision point.
    - Identify challenges and opportunities, discuss, perform impact analysis, and recommend opportunities to streamline and enhance processes.
    - Develop/update a process map and flow diagram for the desired state with explanation for each step and decision point.
    - Define the changes to process and roles, quantify the impact and effects (to each user) for each business process change.
    - Ensure all requirements listed in category 1 and 2 are met for Category 3.

- Provide cross-modular expertise and best practices to deliver an optimally integrated and seamless solution between SuccessFactors modules, as well as with other modules being implemented as part of a comprehensive solution.
- Validate base solution meets SFUSD business requirements.
- Incorporate business processes and fit gap into testing.
  - Incorporate business processes and fit gap into testing.
  - Identify any gaps between the technical and functional requirements and base solution.
  - The gaps shall be identified in a Fit-Gap Solution Report, which details the gaps, analysis, along with how the Implementation Consultant plans to meet the requirements in an alternative manner.
- SFUSD has identified several possible system gaps as listed in Appendix B below. For each identified gap:
  - Problem solve and identify creative system configuration solutions.
  - Leverage, research, and incorporate best practices for recommendations.
  - Collaborate with SAP to understand the roadmap for development and any upcoming possible solutions being developed; and manage the escalation process within SAP to help ensure that SFUSD’s gaps and needs are addressed.
  - Recommend an optimal solution; provide clear analysis of the pros and cons and summarize the justification for the recommendation.
  - Recommend customization only where out-of-the-box functionality does not meet District requirements, and where no creative configuration solution exists.
Note: SFUSD began reviewing business processes to identify opportunities to enhance processes through the new system - the business process reviews can be found in Appendix A. The information presented in Appendix A and Appendix B is being furnished to provide greater clarity with the desired states, however, it does not represent the final configuration specifications of SFUSD and is subject to further review and approval and may require additional fit-gap assessment and business process review to identify and address all SFUSD business requirements and stakeholder needs.

Key Deliverables

1. Updated and maintained Business Process Tracker
2. Process Maps and Outlines for each business process
3. Fit-Gap Solution Report

Configuration

The Implementation Partner is responsible for the design and optimized configuration of the new system to meet the business requirements of SFUSD, incorporating best practices for improved business processes, and with customization only as a last resort. The scope of work the Implementation Partner will be responsible for design and configuration include, but is not limited to, the following:

- **System Design** - perform solution planning activities including, at a minimum, approaches for technical environment, architectural and remote hosting design and documentation for technical infrastructure, configuration management, solution accessibility, and solution security.
- **Develop Technical Environment & Architectural Design Approach** - work with District staff to establish the technical environment; review, refine and establish architectural design needs.
- **Develop Functional Design** - leverage standard functionality where possible to meet business requirements. Use a functional design document (FDD) to describe proposed solutions and identify impacted areas.
- **Develop Infrastructure Documentation** - provide infrastructure documentation including, at a minimum, Technical Infrastructure to support the functionality provided and a vulnerability assessment process overview and report.
- **Develop Security Documentation** - develop a multi layered security solution including physical, network, database, application, etc., and an overview of ongoing vulnerability assessment, reporting and remediation procedures, including providing a copy of recent reports.
- **Develop Configuration Management Plan** - develop a plan detailing instructions for installing and configuring the software, as well as hardware refresh rates and procedures, and integrating security controls and system enhancements.
- **Gain an understanding of required business processes** and procedure, business rules, stakeholders and end users, collective bargaining agreements, inputs/outputs, and interfaces.
- **In collaboration with SFUSD proactively prepare for and conduct configuration working sessions** with module leads, implementation team and SMEs.
- **Provide multiple environments** (instances) for development, testing, and production environments.
- **Configure the solution** to meet the final requirements.
- **Resolve any configuration, performance, compatibility or configuration issues** that arise as a result of migration of the Contractor’s work to a production environment.

Deliverables:

1. Architectural Design Document
2. Functional Design Document
3. Technical Infrastructure Document
4. Managed Procedures Document
5. Configuration Management Plan
6. Security Documentation
Data Conversion

SFUSD requires data integrity in the new HCBM system to ensure reliability of the system for payroll, data interfaces to carriers and applications, compliance, and reports. The Implementation Consultant is responsible for the entire scope of work with data conversion to ensure accurate, reliable data in the new system. These tasks include, but are not limited to, the following:

- Collaborate with Department of Technology and business stakeholders to develop the Conversion and Migration Plan which includes, but is not limited to:
  - A description of the data elements recommended for migration.
  - The approach that will be taken to clean and migrate data elements from each District system to the solution, including testing methodologies.
  - An agreed upon amount of data and years of data to be determined at a later time in collaboration with SFUSD.
  - The approach to map data elements to the new system.
  - A list and description of tasks and District resources to prepare/perform the migration.
  - A list and description of required tools (e.g., Extract Transform Load tool, equipment, and materials).
  - A map of data elements from existing systems to the solution.
  - The process to verify success of the migration and population of data elements.
    - An initial baseline of how much data is in the existing system to ensure that the same amount of data is in the new system.
  - Conversion Matrix showing crosswalk between legacy data elements and new data elements.
  - Facilitate data mapping with SFUSD.
  - Leverage data cleansing tools and methodologies to clean data prior to conversion showing the logic behind the tools used.

- Avoid reliance and conversion of data from text files or spreadsheets as they may not be accurate. Validate the accuracy of data supplied through individual files and spreadsheet and provide system solutions to eliminate the need for SFUSD to further manage data through individual files or spreadsheets.

- Provide the necessary data conversion tools to successfully migrate the agreed upon, cleansed data from PeopleSoft to SAP within the agreed upon timeframe.

- Perform data mapping activities uniformly and automatically.

- Avoid manual conversion; perform the data conversion and run data conversion tests uniformly and automatically leveraging an Extract-Transform-Load (ETL) tool.

- Identify errors by running appropriate reports; verify converted data, and provide guidance and assistance with conversion error recognition and resolution.

- Provide a Conversion Validation Report that includes a description and results of the data elements converted and migrated from the existing system to the solution.
  - Review the items that did not get converted, clean them up if necessary, and attempt loading again.

- SFUSD intends to discontinue use of PeopleSoft as ongoing production, including reports, with this implementation. However, PeopleSoft will still be accessible for historical data as needed.

- Develop a data storage, retrieval and archive plan for data that’s not converted. The plan should include, but is not limited to:
  - Hardware and software requirements
  - Roles and responsibilities
  - Business Rules
  - Inputs/Outputs (e.g., forms, reports, tables/data elements)
  - Interfaces
  - Data Retrieval methods (data access)
  - Data Retention Schedule
  - Storage Medium

Deliverables
1. Conversion and Migration Plan
2. Conversion Matrix
3. Conversion Validation Reports
4. Conversion Error Reports
5. Error Resolution Plans
6. Data Storage, Archival, and Retrieval Plan to inform an existing SFUSD effort

**Interfaces and Integration**

There are approximately 60 existing system interfaces flowing data to/from SFUSD systems to/from internal, cross-modular, and external systems and applications that impact payroll, benefits, financial, student, and other related systems.

The Implementation Consultant is responsible for the entire scope of work required to facilitate information gathering, develop, configure, convert, and test all interfaces to ensure the seamless and reliable transfer of data between the new system and all District systems and applications. The scope of work includes, but is not limited to, the following:

- Prepare an Interface Plan that includes:
  - Technical and Functional Specification Document, with interface description, including a flow diagram that visually shows the interface before and after the implementation.
  - Technical Specification Document, with interface crosswalk at the data element level, translations, format, and any other technical documentation.
  - Interface test strategy.
  - Interface test plan & test scripts.
  - Error handling: How errors will be identified and be resolved.

- Plan, design, deliver, and implement the approved integrations and interfaces identified in Appendix C – Current Interfaces need to add any additionally identified integrations the Implementation Consultant identifies.

- Analyze the existing interfaces and develop recommendations and solutions to SFUSD for the optimization and consolidation of interfacing data to and from the District’s systems, external systems, and the SAP solution. Opportunities to reduce redundancy desired.

- Develop and build interfaces between the SAP SuccessFactors system and all SFUSD related systems for the exchange of data - move to above - consolidate (redundant) - desired.

- Leverage a state-of-the-art interface tool (i.e. API) to reduce development effort and to provide scheduling, standard error reporting, and email notifications.

- Understanding of how different users/departments/roles work within the workflow of the system.

- Conduct interface testing and ensure that no functionality or data requirements are lost in the implementation of the new solution.

- Validation of files and reporting of errors contained in the files.

- Recommend, document and build security protocols such as encryption for interface processing.

- Configure, test, and implement system integration via API.

- Develop an Interface Specification Catalog which documents:
  - Interface specification, format, purpose, inbound/outbound, connecting systems, and etc.
  - Step-by-step procedures for the accurate and timely transmission, extraction, and application of data related to each interface.

Note: The list outlined in Appendix C is not meant to be a comprehensive list of all integrations/interfaces. The Implementation Consultant is expected to conduct an assessment to determine if additional interfaces/integrations need to be developed in order to address all SFUSD business requirements and stakeholder needs.

**Deliverables**

1. Interface Plan
2. Technical and Functional Specification Documents
3. Interface Validation Report
4. Interface Specification Catalog
Reporting

The Implementation Consultant is responsible for conversion, development, and configuration of existing SFUSD reports, reports defined by SFUSD, and the setup of standard reports and dashboards as provided by SAP SuccessFactors.

The scope of work the Implementation Consultant will be responsible for report and configuration, conversion and development include, but is not limited to, the following:

- Develop, validate, and deploy available SAP standard SuccessFactors reports required to meet the District's requirement.
- The up to date identified list of requests and reports are included in Appendix D.
  - Partial list of IT supported recurring data requests as outlined in Appendix D1.
  - Sample list of HR supported ad hoc data requests as outlined in Appendix D2.
  - Partial list of current PeopleSoft Crystal Reports and SQR Reports as outlined in Appendix D3.
- In collaboration with SFUSD Identify report scope, develop list of any additional reports & document requirements for development of all reports.
- The final list of custom SuccessFactors reports and dashboards to be developed and agreed to by the District.
- The current PeopleSoft Team is supporting custom reports in addition to numerous queries.
- Configure SuccessFactors standard reports which can be executed online by authorized users
- Configure Report Center.
- Establish role based permissions for accessing and managing reports in Report Center.
- Establish and schedule defined reports in Report Center.
- Assign role based permissions for creating and managing the Report - Canvas, and tiles and dashboards.
- Establish a report catalog defining report owner, specs, and information.
- Develop and recommend report naming convention and catalog system to simplify organization, archiving, and access.
- Develop an automated workflow enabled process for initiating ad-hoc report requests.

Testing

The Implementation Consultant is responsible for establishing and implementing a comprehensive testing strategy and approach to ensure the new system is verified to function accurately according to SFUSD specification and final approval and with dependability and reliability. The scope of work for the Implementation Consultant related to system and user acceptance testing includes but is not limited to the following:

The Implementation Consultant, in partnership with SFUSD shall test the system to validate:

1. Functionality - do the applications and processes do what they were intended to do?
2. Accuracy - do the processes or user actions return correct result?
3. Completeness - did the processes or user actions do everything it was intended to do?
4. Responsiveness - did the processes or actions return a value in an appropriate time frame?

At a minimum, the following activities shall be performed:

- Demonstrate security and account provisioning for user roles including, but not limited to System Administrators, various levels of end-users, and etc.
- Develop Test Strategy - create a comprehensive Test Strategy document that details the approach that the Implementation Consultant plans to take in satisfying industry standards and should incorporate where District resources will be required, including performing end-to-end testing prior to user acceptance testing (UAT).
- Develop Test Plans - create test plans and scripts as outlined in the Test Strategy document. The Test Plans will outline responsibility for scheduling, coordinating, and performing all testing, clearly delineating between
Implementation Consultant and SFUSD resources. This shall include identification of data required to execute scripts and developing success criteria for accepting the testing results.

- Perform unit and system integration/interface testing and provide the District with a report describing comprehensive test scripts, execution and the results of this testing. Provide details on all tests performed, defects found, resolution of the defects identified and mapped to requirements. Testing must be end-to-end, including related processes and functions happening in non-SAP systems so as to ensure seamless solutions.

- Perform Use-Case Testing for the following (but not limited to); Business Processes, Delivered Reports, Integrations, Configurations, Workflows, Data flows, cross-modular functionality, and Parameters - demonstrate business processes in the designed system prior to initiation of UAT. Provide a demonstration report that validates the completeness of all business processes and reports included in the demonstration.

- Perform parallel testing for employee and position transaction processes, the transmission, receipt and processing of interfaces, payroll processing, and other processes.

- Provide multiple testing environments as needed for parallel testing and use a series of iterations to incrementally build and test an integrated business and system environment based on the business scenarios and process requirements necessary to make the system ready for the District.

- Perform User Acceptance Testing - schedule and coordinate all testing activities with cross-functional staff to ensure tests are prepared for and performed in accordance with the test plans. Provide templates, test scripts, and best practices for testing common scenarios. The testing activities will include end to end testing and user acceptance testing performed by the District. Provide a report describing the results of acceptance testing.

- Conduct regression testing utilizing a repeatable, automated tool or methodology to prevent manual testing processes. Must be suitable for Cloud-based, modern applications. Provide guidance on how testing can be repeatable, if needed.

- Provide a parallel testing environment with data in-sync with existing system, and go through multiple payroll cycles to see it properly process payroll and successfully interfaces with HSS, SFERS, WageWorks, and others.

- Validate payroll solution through running parallel system testing prior to Go-Live.

**Deliverables:**
1. Test Strategy and Metrics
2. Test Plan/Test Log
3. Test script formats that indicate how to document: testing steps, data to be used in those steps, security roles to be used, and expected results so that SFUSD personnel understand how to provide test script information prior to testing and how to execute their assigned scripts during testing,
4. Procedures for each phase of testing where SFUSD team members are participating so that SFUSD team members understand how to record actual results, log defects, and report progress.
5. Test progress reporting in each testing phase
6. Vendor Test Report
8. Acceptance Testing Report

**Training and Knowledge Transfer**

The Implementation Consultant is responsible for developing the training strategy and approach to prepare system end-users and administrators with a clear understanding of how to use, administer, and manage the new system. The scope of work for the Implementation Consultant related to training and knowledge management includes but is not limited to the following:

- An analysis of training needs for the entire organization
- A comprehensive Training Plan which details the following:
  - Training approach, proposed components, and delivery methodology
  - Targeted training and resources by user types including administrator, end-user, and/or other group(s)
Course curriculum and resources design and development
- Develop curriculum design including a course listing with course descriptions
- Design and develop customized training courseware and resources to support the successful transition of existing and new SFUSD employees, including:
  - Classroom-based instruction
  - Job aids and screen recordings
  - Recorded webinars / videos
  - User guides and procedures
  - Other resources as required
- Recommend and provide training and resources interpretation solutions to address English Second Language (ESL) staff.
- Provide comprehensive system documentation based on the final configuration.
- Share knowledge and resources with SFUSD system administrators throughout configuration and system development to ensure knowledge transfer.
- Identify and recommend SAP training to prepare system administrators to manage the system.
- Document the processes and history of data conversion from third party systems or applications into SuccessFactors.
- Provide at least three training environments: one environment for training development, one environment for training delivery, and one practice environment.
- Lead a comprehensive training pilot including a complete walkthrough of each training course.
- Implement a method for evaluating the effectiveness of training and resources.
- Develop System Manual containing a narrative and/or graphical descriptions of the various technical components of the solution.
- Revise all training materials in a final form to the satisfaction of the District and transition the materials to the District for ongoing maintenance/updates.

Deliverables

1. Comprehensive Training Plan
2. System Documentation
4. Training Material and Resources:
   - Classroom coursework and presentation
   - Job aids
   - Screen recordings
   - User guides and procedures

Implementation

The Implementation Consultant is responsible for the implementation and cutover of the new system in a seamless manner without disruption and devoid of errors with payroll, employee data, benefits, interfaces, and related processes upon the deployment of the new system. The scope of work for the Implementation Consultant related to system implementation and cutover includes, but is not limited to the following:

- Conduct a Go-Live Readiness Assessment prior to beginning implementation activities.
- Provide an Implementation and Transition Plan, detailing the approach and critical tasks for implementing the solution. The Plan shall include, but not be limited to, the following:
  - Environment Overview
  - A description of the approach, all work tasks, and schedule to implement the solution
  - A Go-Live checklist
  - A description of anticipated resources both from the successful Implementation Consultant and the Commission that will be needed for implementation
  - A cutover plan and at minimum two mock cutover exercises prior to go-live
Platform Test Plan

- Execute the implementation plan and cutover strategy.
- Develop and propose a plan for support and maintenance for the solution; develop Support and Maintenance Plan.
- Recommend solution support methodology and resources needed to provide end user support and develop process and methodology for contact and escalation support.
- The Implementation Consultant shall be responsible for supporting and maintaining the implemented HCM solution (for a duration to be determined at a later time following Go-Live).
- Provide a Go-Live contingency plan which details risks, problems, and scenarios that may result with implementation and the Implementation Consultant methodology and plan to address the potential negative implementation outcomes.

Deliverables:

1. Go-Live Readiness Assessment
2. Implementation and Transition Plan
3. Support and Maintain Plan
4. Go-Live Contingency Plan

Change Management

The Implementation Consultant is responsible for providing effective change management, stakeholder engagement, and communication to create awareness, understanding, buy-in, and commitment for the adoption of the new system. The scope of work for the Implementation Consultant includes, but is not limited to the following:

- Develop an Organizational Change Management (OCM) Strategy which:
  - Assesses SFUSD change readiness across all segments of SFUSD, and where change resistance exists, define how to manage each change impact as a risk to project success.
  - Defines a Change Management Strategy which includes:
    - A change impact analysis defining change management needs by user group
    - Defining change management risks to impacted stakeholders whose duties or processes are being impacted, and working with the District to establish change management solutions
    - Clarifying the benefits of change to stakeholders and end-users
    - Managing change throughout the Project Life Cycle
    - Communicating changes in expectations to all stakeholders and end users

- Develop a Stakeholder Engagement Plan which:
  - Defines the categories of project stakeholder and identifies their needs and concerns related to the solution and this project
  - Clarifies the level of engagement each project stakeholder group should expect and how they will be engaged throughout the project (e.g. informed or collaborate, etc.)
  - Defines key messaging for each stakeholder group to address their concerns and needs and clarifies the benefits and value to each group
  - A change management task list which outlines key tasks, roles and responsibilities and targeted completion dates

- Develop a Communication Plan which:
  - Lists the communication, purpose, target audience, methodology and timelines for all communications proposed for the duration of the project
  - Includes the creation of communication materials with direction from the District
    - Craft communications to support the preparation of business partners who will be affected prior to system implementation
    - Create targeted communications and awareness aids to facilitate change activities associated with effectively managing the system
  - Initiate the specific communication activities, workshops, and employee forums to build awareness and create support for the project
o Ensure that all communications provide in-depth project information to build a stronger sense of understanding of the shared services solution and the value it will bring to the District

Staff Resources and Capacity Assessment
  o An analysis which evaluate SFUSD business partners’ and staff’s competing or concurrent initiatives that may impact the availability of internal resources needed and the timing and competing priorities and timelines related to requirements during the school year.

Deliverables:

1. Organizational Change Management Strategy
2. Stakeholder Engagement Plan
3. Communication Plan and Schedule
4. Change Management Tasks list
5. Change Impact Analysis
6. Capacity for Change Assessment

Scope of Work (SOW) - Module Specific Functionality and Background

Organization and Position Management

The following is meant to provide general background information with SFUSD organization and position management practices as outlined in Appendix A2 and system needs to assist the Implementation Consultant with assessing and establishing proposed scope, solution, methodology and resource estimates required.

Goals:

- SFUSD goals for position management include:
  o Streamlined processes and workflows, particularly for the simultaneous budgeting and hiring cycle
  o Integration with current and future modules and systems
  o Flexibility or solutions to address SFUSD position management requirements and pain points:
    ▪ Future dating position and employee actions
    ▪ Positions with multiple funding sources
    ▪ 26-character funding source (SACS String - Appendix E3)
    ▪ Multiple Work Locations
    ▪ Budget checking of position actions

Position vs. Employee Management:

- SFUSD employs over 10,000 employees allocated across approximately 130 schools and office locations.
- Employee salary/benefit costs make up the majority of school and central office budgets. In order to ensure that each employee’s salary/benefits are properly budgeted, the District closely manages positions.
- Employees are assigned to fill positions. There is overlap between Employee data fields and position data fields that must remain in sync (e.g., an employee with a Regular Classroom Teacher Job Code may not fill a position with a Bilingual Classroom Teacher job code).
- There is a one-to-one relationship between employees and the vast majority of positions. A position cannot typically exceed 1.0 FTE. If a 1.0 FTE position is already filled with a 1.0 FTE employee, the position can no longer be hired into.
- Pooled/mass positions are used only in select instances (e.g., to manage substitutes) and must be marked with a specific indicator.
- SFUSD may need to “double fill” a position temporarily. If an employee leaving their position overlaps with their replacement, a position may need to be “double-filled” for a brief period of time during the overlap.
- SFUSD has staff who hold multiple positions and jobs codes. For example, a teacher may hold a part-time teaching position in one school and a second part-time teaching position at another school. These are
independent positions, supervised by different people, and funded independently of each other. SFUSD therefore needs to use the concurrent employment functionality.

- SFUSD also has employees who hold a single position for the school year, but who add another position during the summer.
- SFUSD needs a straightforward solution for managing employees who go out on leave, workers comp, or other extended absences but whose position requires a temporary replacement. When the employee on leave returns, they may have rights to their original position.

Position Data Fields

- Position data holds Job Classification, Effective Start Date, Expected End Date, Effective End Date, Total FTE, Funding Source(s), Calendar Code (indicates number of work days), Direct Supervisor, Indirect Supervisors (if applicable), Dept ID, Work Location, Position Type (Regular, Temporary, or Summer), Notes, Consolidation Tag, and various other fields.
- Use the Direct Supervisor and/or Indirect Supervisor fields to indicate "reporting-to" relationships, which are used for managing workflows and manager reporting.
- One positions can be filled with an employee who has multiple work locations and multiple Supervisors.
  - E.g., a music teacher has a standard, weekly schedule, where they teach on Mondays at School A, Tuesdays at School B. This results in being assigned 0.5 FTE at School A and 0.5 FTE at School B. Each school principal is responsible for supervising their portion of the music teacher’s work.
- Positions can also be filled by employees with multiple work locations but only one supervisor. SFUSD also has employees called “planned itinerants” who hold a single position and report to a single supervisor, but who work in different schools throughout the week.
  - E.g., a school nurse may be assigned to School A 0.5 FTE and School B the other 0.5 FTE. The Central Office School Health Programs Department supervises all nurses.
- SFUSD is considering using the Indirect Supervisor functionality to identify the locations where itinerant staff work so that the various principles can view their assigned staff on their Org Charts.

Budgeting for Positions

- Each position must be budgeted. Funding is always tied to positions to ensure that there is sufficient budget set aside even if a position is temporarily vacant.
- An employee’s salary/benefit costs are charged to the funding source associated with whatever position they are filling.
- A position must have the ability to charge to multiple funding sources based on specific distribution percentages. The funding sources and their associated percentages must be available and maintainable whether the position is filled or vacant. For example, a PE Teacher may be split-funded 0.5 FTE by Balboa HS and 0.5 FTE by PE Dept.
- A position’s funding source must comprise of a 26-character string in order to comply with California’s Standardized Account Code Structure (SACS).

Position Actions & Workflows

- The Budget Office and Human Resources Department must be involved in the workflows to review and approve requests to:
  - Create new positions
  - Change existing positions
  - Inactivate positions
- The Budget Office must ensure that there is sufficient funding available for any actions. The Human Resources Department must ensure that any actions to a filled position, impacting an employee, are acceptable.
- The workflows for position actions should apply both during budget development and outside of budget development. Although many position actions are implemented during budget development, there is also need to request position actions during the rest of the year.
SFUSD seeks to follow best practices around where to initiate requests to change positions filled with employees. Because position and employee data must ultimately be synced, SFUSD is flexible around where a change is requested on the “position side” versus the “employee side.” For example, a request to change Job Code could be initiated on either the Position or the Employee, with the data then syncing in the end.

SFUSD seeks to follow best practices around when to use position changes versus employee transfers when both actions could have the same net result. For example, there is flexibility around whether it is better to transfer an employee from one Regular Classroom Teacher position to a Department Head position, versus changing the Job Code of the position that the employee is currently filling.

During a request with budget impact (e.g., create a new position or increase FTE of an existing position), it is desired that the system automatically “budget check” a school or department’s available budget capacity in the financial system to automatically check whether the request can be authorized.

Provide mass update of position or employee master data from Excel worksheets (e.g., Department reorganization).

SFUSD needs a solution to manage the consolidations process for both positions and employees. If a principal determines that they need to eliminate a position, they will choose a position to flag for consolidation. This means the position will be eliminated, not necessarily the employee in that position. An employee will ultimately be identified as the person who will be transferred out of the school due to consolidations. HR needs to be able to identify all of the positions and employees involved in this process.

**Budgeting & Hiring Cycle**

- Budget and Hiring cycles happen simultaneously to align with the fiscal year and school year (we budget for positions by July-1 while also hiring for positions by August-15). These simultaneous cycles resulting in thousands of position actions is one of SFUSD’s biggest pain points.
- SFUSD requires the ability to enter future Effective Dates for both position and employee actions. This future-dated data must be entered months ahead of time to support planned hiring, layoffs and consolidations, and position changes with a budget impact (e.g., job code, FTE increase, funding source).
- Many of these position and employee changes are identified in the early spring but will not actually take effect until July 1. However, the positions need to be available for recruiting and onboarding tasks to begin prior to July 1.

**Integrations with Other Systems**

- Design and configuration of position management with current and future systems integration in mind:
  - Integration with existing SFUSD budget development system (currently in Google Sheets).
  - Integration with the Employee Central Payroll, Recruitment, Onboarding, and Time and Attendance.
  - Integration with Oracle Financial System (to check budget capacity and post payroll expenses).
  - Future integration with other SuccessFactors modules, such as Succession Planning, and Talent Management.

**Organization Management / Org Charts**

- SFUSD seeks organization and position management that automates accurate organizational charts.
- A manager should be able to view their org chart, including both vacant and filled positions, and both Direct and Indirect Reports.
- Org Charts should automatically be updated to reflect:
  - Position Actions
  - Transfers
  - Department reorganization
- Org Charts should provide specific access and visibility to different users, varying from:
  - End User (employee)
  - Direct Supervisor
  - Indirect Supervisor
  - Support Staff (E.g., Clerk/Secretary)
• Org Charts should be visible as of whatever date is specified:
  o Current view
  o Future-dated view
  o Retroactive view

• Org Charts should display:
  o Both Position and Employee data
  o Both filled and vacant positions

• Org Charts should allow for position or employee requests for action at the point. The Org Chart should also be viewed in conjunction with reporting that displays budget capacity for positions versus actual number and type of current positions.

• Ability for managers to initiate requisition requests or for employees to apply for vacant jobs through the org chart is desirable.

Time and Attendance Management

The following is meant to provide general background information with SFUSD time and attendance management practices and system needs to assist the Implementation Consultant with assessing and establishing proposed scope, solution, methodology and resource estimates required.

Goals:
• SFUSD goals for time and attendance management include:
  o Pay staff in an accurate and timely manner
  o Streamlined and efficient processes
  o Easy and intuitive to use
  o Compliance with laws and union contracts

Present State and Practices:
• There are over 10,000 employees dispersed over 130 locations including schools and office buildings.
  o Staff currently record their time on paper timesheets
  o Some staff have only shared access to a computer
  o Some staff may not be comfortable or proficient using computers or may have language barriers

• A designated clerical “timekeeper” reviews and manually enter paper-based time entry records into an online system for each employee in their assigned school or department.

• There are various time and attendance processes which may differ by employee type, job classification, school, and department. The variations generally pertain to:
  o Whether employees are paid via exception or positive pay methodology
  o Whether employees sign in/out for meal breaks
  o The methodology for entering/logging their time worked
  o The frequency of when the time and attendance records are entered

• Overtime is currently calculated manually and SFUSD is looking to automate this process

• Some staff who hold a single position but work at multiple locations may require multiple reviewers and approvers to verify accuracy of time and attendance records

• Some staff hold multiple positions with different pay rates, benefits, and funding sources. This could have implications for automatic overtime calculations.

• Some staff may be assigned “alternate” work schedules vs. a typical 9-5pm schedule, and would need to feed into the overtime calculations.

• Some staff work part time schedules that vary in work hours by day or week. Employees may be 1.0 FTE or a fraction thereof, such as a .8 FTE or .5 FTE

• Some employees are allowed “comp time” in lieu of overtime as defined by their bargaining unit contract. Comp time needs to be accrued and integrated with Time and Attendance.

• Overtime calculation is currently not consistently tied to FLSA exempt/non-exempt status for a job classification; union contracts may override and dictate overtime eligibility.
Desired State:

- SFUSD is looking to explore all options available for time capture including different types of devices for different employee groups (e.g., there are currently no devices specifically designated to capture clocking in/out).

- SFUSD seeks best practices for time and attendance to drive accurate pay with efficient processes.

- Time entry controls may be needed based on department, position, type of attendance or absence entered, employee’s work schedule, union, and location of work.

- Reviewer and/or approver of time and attendance records currently varies depending on job and location; may be the direct manager, clerical staff member, or other designee.

- Time and attendance data available to managers in real time.

- Option for employees to submit/attest to their timesheets.

- Track an employee’s work schedule and time reported, with the ability to report on those employees whose time varied from the work schedule.

- Establish and implement a workflow for regular time off requests and approval (sick, vacation, floating holidays, bereavement). For positions that are eligible for substitutes, provide the option to manage Time off requests and absences within the sub system with integration into time and attendance.
  - Integration will account for amendments or corrections.
  - Substitute hours information will integrate from Sub system into time/attendance and/or payroll.

- Time entry account overrides may be needed.

- Amendments to past timesheets that may result in retroactive additional payments or change of funding source (e.g., if position funding has changed or a retroactive employee transfer has occurred).

- Differentiation in system permissions (e.g., employee, supervisor, etc.).

- Option to utilize different pay codes, labor distribution, banks, and group time entry.

- Regular pay will be charged to an employee's position funding source. Additional pay needs to provide the option to enter an alternate funding source.

- Pay cycle schedules and reporting periods will vary by employee group.

- The system needs to allow for:
  - Different number of days in a calendar year (varies by group of employee)
  - Different calendars for the various employee groups
  - System needs to be able to calculate the percentage of the year worked by employee for their specific calendar

- Information flows from Employee Central to Time & Attendance to the payroll system in an integrated process.

Note: SFUSD has documented a Proposed T&A approach, identified Union Types and Employee Groups and documented the variation in Overtime and Job codes as outlined in Appendix A24. These documents fall into Category 2 Business process and the Category 2 business Processes requirements are to be followed. The Implementation Consultant is expected to conduct an assessment to determine if additional requirements need to be developed in order to address all SFUSD business requirements and stakeholder needs.

Leave Management

The following is meant to provide general background information with SFUSD leave management practices and system needs to assist the Implementation Consultant with assessing and establishing proposed scope, solution, methodology and resource and cost estimates required.

Goals:

- SFUSD goals for leave administration include:
  - Streamlined tool and processes for accurate and timely case management, tracking, and reporting of leave management cases
  - Integration of leave management with time and attendance for accurate timekeeping
Compliance with regulatory and any contractual requirements pertaining to leave management and administration

Present State and Practices:

SFUSD has several leave accrual plans and a number of other absence balances (i.e. sick, holiday). An overview of SFUSD Leave Accrual features:

- Leave plan eligibility and accruals based on position type, job classification, union contract and various state/federal requirements including Sick Leave for All and California Ed Code.
- Vacation eligibility and accruals vary by job classification, union contract, and calendar type.
- Establish and implement a workflow for initial request, request for extension, and approval of leave of absence (FMLA, Work Comp, Personal) and via Employee Self Service.
- Certain leave balances may carryover to next fiscal year with balance limits as defined by union contracts.
- Employees able to view leave accrued, taken and balance in Employee Self Service, paycheck statements, benefits reports, etc. with the ability to project future leave accruals based on hours in work schedule.
- Employees’ requests for paid leaves may not exceed their specific available balance.
- Employees have the ability to request to take non-paid time off.
- Allow transfer of certain accrued leave types (sick, vacation) based on an employee’s job reclassification or transfer to another position.
- SFUSD needs a straightforward solution for managing employees who go out on leave, work comp, or other extended absences but whose position requires a temporary replacement. When the employee on leave returns, they may have rights to their original position.
- When employee goes out on leave, their position may temporarily increase in headcount to allow for a backfill and/or change in funding source to track leave expenditures. The headcount would be immediately reduced when the employee returns and the backfill work assignment is automatically terminated or they are moved of the position.
- Track whether or not an employee is eligible to return to their original position based on specific criteria.
- Automatic notifications to supervisor, leaves administrator, employee on leave, and/or any temporary backfills based on leave start date, expected end date, etc.
- Based on leave or leave extension length, may trigger the position to be filled by temp hire (not a sub).
- Must meet Department of Labor, Fair Housing and Employment, FMLA and Affordable Care Act (ACA) requirements.
- For a process flow of Leave management, please see Appendix A8.

Recruitment

The following is meant to provide general background information with SFUSD Recruitment practices and system needs to assist the Implementation Consultant with assessing and establishing proposed scope, solution, methodology and resource and cost estimates required.

Goals:

- SFUSD goals for recruitment administration and management include:
  - Hire the best talent for SFUSD
  - Streamlined and efficient processes
  - Seamless Integration with required job boards and related systems
  - Enhanced data analytics
  - Meet SFUSD’s specific hiring goals as specified in Appendix E1
Present State and Practices:

- SFUSD requires different requisition and recruitment processes depending on job type (e.g., classified site secretary, certificated teacher, etc.) - current.
- SFUSD is looking to simplify the requisition process with a paperless, workflow enabled process.
- SFUSD seeks job posting and requisition integration with job profile builder/position management module (EC) - desired.
- SFUSD seeks integration of classification, job description, and requirements for the development of job postings - combine with bullet above.
- SFUSD currently utilizes a variety of job boards and social media, list attached in Appendix E4 and requires continued integration with these solutions.
- Integration with other major job boards and social media solutions to provide seamless and simplified application process for candidates - combine with bullet point above.
- Certificated positions (teachers) require a credential authorized by California Commission on Teacher Credentialing while Classified positions do not - current.
- Some positions must be posted as “internal only” while other positions can be posted as “internal and external” at the same time.
- Candidates must have the ability to create multiple types of applications that will move through different screening processes. - desired.
- SFUSD has a need to provide multiple screening and pooling processes.
  - Site and Central Office hiring managers gain visibility to candidates who have applied to their sites (pre-screened candidates)
- SFUSD recruiters must be able to refer candidates within SuccessFactors to site hiring managers (e.g. Principals and Asst. Principals), and to track site hiring managers' notes and feedback within system - desired.
- SFUSD is seeking an integrated solution to simplify interview scheduling and logistics - desired.
- Electronic job offer and workflow approval and acceptance process - desired.
- SFUSD currently uses JasperSoft for data analytics. SFUSD seeks enhanced recruitment and hiring analytics to understand source of hire, time to fill, cost to fill, vacancy ratios, candidate diversity and etc.
- SFUSD needs an integrated dashboard and reporting to allow monitoring of applicant status and hiring metrics.
- SFUSD seeks a solution to log interview and screening feedback - desired.
- SFUSD seeks automation of email notifications including confirmation of application, notification of did not meet qualifications, interview notification, status updates, and regret letters. - desired.
- For a process flow of SFUSD desired Recruitment process, see Appendix A7.

Onboarding

The following is meant to provide general background information with SFUSD new hire onboarding administration practices and system needs to assist the Implementation Consultant with assessing and establishing proposed scope, methodology and resource estimates required.

Goals:

- SFUSD goals for onboarding administration and management include:
  - Positive onboarding experience and introduction to our agency (for the new employees)
  - Efficiently navigate through new hire paperwork process
  - Help the new hire reach productivity sooner
  - Employee engagement and retention
Present State and Practices:

- SFUSD currently uses Chalk Schools, an integrated pre-boarding solution for the electronic sign-off and cloud-based storage of new hire paperwork (i.e. I-9, W-4, verification of receipt of policies, benefits election forms, and etc.)
  - The District is looking to integrate pre-boarding activities, paperless forms, and electronic sign off in the new system
- Currently, onboarding plans are developed by each hiring manager. SFUSD seeks a solution that helps provide a consistent experience with onboarding.
- A consistent checklist of “things to do” for both manager as well as new hire is helpful to ensure managers and new hires have a method to understand their roles and responsibilities with onboarding
- A new hire should have access to a portal with information about agency history, operations, values and mission, leadership team, events, places to eat, and other resources; access to information before the employee’s first day on the job; in addition, what to bring on their first day, people to meet, team and org chart, peers, and links to both agency and department specific documents and information.
- Integration is needed with IT, Finance, Security, Facilities, and other business partners to prepare and provide the new hire with resources on their first day of employment (e.g. system, telephone, office space, keys, security badge, and etc.)
- Integration with an online survey to obtain feedback and satisfaction with onboarding
- Related to onboarding, “offboarding” functionality is also needed by SFUSD to ensure the manager completes all tasks related to separating employees including:
  - A checklist to ensure all items checked out to the employee are retrieved and documented
  - Exit interview coordination to understand engagement and employee retention opportunities
  - Offboarding to include termination/resignation process as it relates to the “do not hire” list and job changes
- Further facilitation from the Implementation Consultant is required to understand current “offboarding” practices as well as future desired state “offboarding” best practices.

Compensation Administration and Management

The following is meant to provide general background information with SFUSD compensation administration practices and system needs to assist the Implementation Consultant with assessing and establishing proposed scope, solution, methodology and resource estimates required.

Goals:

- SFUSD goals for compensation administration and management include:
  - Accurate and timely compensation in accordance with applicable contract terms and regulations
  - Streamlined, efficient and transparent processes
  - Integration with internal systems forecasting and planning
  - Enhanced data analytics

Present State and Practices:

- SFUSD has eight (8) labor contracts covering over 14 collective bargaining units, which govern the compensation increases for over 10,000 staff
- SFUSD uses salary schedules which define salary grades and steps, each with salary range that defines the minimum and maximum pay for the range; salary tables are tied to job codes
- SFUSD compensation increases for the majority of employees are determined by terms driven by Memorandum of Understanding (MOU), Contracts and directives associated with various employee types, that:
  - Define the % of annual salary increase, generally provided at the beginning of each fiscal year or staggered at intervals throughout the year; and
Define the salary step increase, up to the top step of the assigned salary range, based on either the employee’s anniversary date, service date based on pension eligibility (for Classified Civil Service employees) or the beginning of the fiscal year for qualifying employees.

- Salary Increases can be retroactively applied based on contract agreement
- SFUSD does not use a merit-based compensation approach; there is no allocation of merit pay increases based on individual or team contribution results
- SFUSD is a public agency - there are no stock options or restricted stock units to administer
- SFUSD requires that salary tables are updated upon contract ratification and can be applied retroactively when needed
- For certificated staff SFUSD processes step increases annually at the change of the fiscal year using a mass update feature
- For classified staff SFUSD manually processes step increases annually and bi-annually on the employee’s anniversary date per bargaining unit with the expectation of automating this process in the future
- The District seeks a more streamlined and automated approach to conducting compensation administration.
- SFUSD administers differential/bonus/alternative pay components manually and seeks to automate these processes. Some are fixed and based on years of service, some are considered out of class pay and based on a percentage or fixed hourly rate, while some may be discretionary for the manager or a school principal to determine. Examples of some of these include but are not limited to:
  - Longevity Pay based on length of time with district
  - One-time Retention Bonus during the fifth year - $2,500
  - One-time Retention Bonus during the ninth year - $3,000
  - Teachers designated as Master Teacher - $2,500
  - Teachers working at High Potential Schools – “up to” $2,000
  - Teachers working in Hard to Fill subject areas - $1,000
  - National Board Certification - $5,000
  - Substitutes who work a specified number of assignments are entitled to a higher step for the remainder of the academic year. This step should reset to the first step at the beginning of the next academic year, if the higher step requirement is not maintained for 2 consecutive years.

**Benefits Administration**

SFUSD is currently exploring multiple centralized benefits administration solutions to best meet the District’s needs. While SFUSD initially identified SAP SuccessFactors “Benefits Focus” module as a solution, the District has not yet confirmed and committed to this solution. The District expects to finalize its decision by approximately September.

As such, the following is meant to provide general background information with SFUSD benefits administration practices and system needs to assist the Implementation Consultant with assessing and establishing proposed scope, solution, methodology and resource estimates required should the District select SAP SuccessFactors Benefits Focus as the benefits administration system solution.

**Goals:**

- A centralized system for administering all benefits plans, programs, and transactions
- Streamlined and efficient benefits administration processes for the end user as well as administration.
- Convenient self-service access for end users to initiate enrollment or changes, and to access plan information, rates, enrollment information, summary plan documents, carrier contact information, and resources.
- Improved reporting for analysis and billing reconciliation.
Present State and Practices:

- SFUSD offers health insurance plans (medical, dental, vision), income protection plans (life, accidental death and dismemberment), retirement plans (457 and pension) and flexible spending account plans (healthcare, dependent, and transit).
- SFUSD offers multiple medical plans, and various coverage levels and rates as listed in the 2018 SFUSD Health Benefits Summary.
- Benefits are currently administered with multiple system/solutions between the City of San Francisco’s Health Service System as well as by SFUSD Benefits staff depending on the benefits plan. For example:
  - SFUSD Benefits Staff: Dental, Life Insurance, and Flexible Spending Accounts
  - City and County of SF HSS: Medical and vision
- The dental plan administration is currently performed with paper-based enrollment and change processes.
- Flexible spending accounts are currently administered by a third-party administrator (TPA).
- Open enrollment for medical and vision is communicated and conducted by the City and County of SF HSS, whereas dental and flexible spending accounts are administered by SFUSD Benefits staff.

Payroll

The following is meant to provide general background information with SFUSD Payroll administration practices and system needs to assist the Implementation Consultant with assessing and establishing proposed scope, solution, methodology and resource estimates required.

Goals:

- SFUSD goals for compensation administration and management include:
  - Accurate and timely pay
  - Streamlined and efficient processes and reconciliation
  - Integration with internal Budget systems for forecasting and planning
  - Compliance with regulations and contract requirements

Present State and Practices:

- SFUSD processes regular monthly, bi-weekly and off-cycle payrolls for over 10,000 employees.
- SFUSD has both exempt and non-exempt staff.
- Because employees may hold concurrent positions, they could be exempt in one position and non-exempt in another.
- Current payment date is in accordance to the district monthly and bi-weekly schedules except for November, December for monthly and June 30th for bi-weekly.
- Desired future payment date is documented in Appendix E2.
- The payroll processing including pre-payroll audits and tax payment including reconciliation and reporting is completed in-house using PeopleSoft.
- Teachers’ compensation and benefits is based on earnings over the academic year with payment over the full calendar year (year-round-pay).
- Certificated staff needs to be paid following a contract pay method which is typically salary based (exception is the substitute teachers).
- Classified staff is currently paid on a 26 pay periods per year. Except for school term employees.
- Comply with all Federal, State of California, and all applicable Retirement System guidelines.
- Calculation and monthly/annual reporting for State Teachers Retirement System (STRS) and for San Francisco Employee Retirement System (SFERS).
- Biweekly, monthly, quarterly, and year-end tax processing.
- Integration/interface with the Time and Attendance workforce system as well as benefits.
- SFUSD specific paycheck statement with view in Employee Self Service.
- Academic year-round-pay with record of amounts "paid-not-earned" - overpayment and "earned-not-paid" - underpayment.
• Display any earning on paystub whether it’s paid or unpaid (e.g., without pay - individual takes vacation without vacation balance).
• Garnishment, Tax Liens, and Child Support processing with full SAP reporting and notifications to meet Federal and California guidelines.
• Initiate all deductions and garnishments via Automated Clearing House (ACH).
• Maintain option of printing paper checks as needed and integrating with SFUSD’s printing capabilities.
• Processes are required for recovery of missed deductions (i.e. arrears) and staff overpayments (i.e. claims.)
• Interface files (output files - containing the necessary detail) for 3rd party payments to report on deductions.
• SFUSD payroll calculations of additional (i.e. stipends, incentives, bonus, shift and differential lock up pay) and regular pay, deductions (i.e. ACP) and amounts required for reporting should be automated.
  o This includes fixed table amounts, goal deductions, periodic payments, pre-payments, and percentage based deductions and earnings.
• Controls and limits for earnings and deductions based on employee grouping, employee status, etc.
• Implement requirements for FLSA, Affordable Care Act, and FMLA, SLFA (Sick leave for all.).
• Payroll retro calculation for correction to employee data, job data, time data, and personnel actions entered in error.
• Integration with Oracle Financial System) to post salary and deduction transactions to GL.

Self-Service and Workflow Functionality

SFUSD expects SAP SuccessFactors to streamline common HR and Payroll transactions by providing employee and manager self-service functionality as well as workflow review and approval processes to provide convenient access and environmentally conscious paperless processes. Following are goals for self-service and workflow functionality.

Goals:
• Streamlined and efficient processes
• Green, environmentally friendly paperless processes
• Simple and intuitive processes for all users
• Convenience and accessibility
• Employee empowerment versus gatekeeping
• Compliance with legal and union contract requirements.

SFUSD expects the Implementation Consultant to configure and implement the following self-service functionality in the SAP SuccessFactors system. The lists are not meant to be all inclusive - it is expected that the Implementation Consultant share best practices and recommendations to the District with regards to self-service and workflow functionality.

Employee Self-Service (ESS)

• Personal information
  o Name and/or marital status update
  o Home address, phone number, and personal email address update
  o Work permit update
  o Personal and emergency contact update
  o Beneficiary
• Direct deposit enrollment and update
• W-4 tax allowance update
• W-2 annual tax statement view and print
• Initiate time off requests
• Enter/log time worked for timesheet
• Job and pay history view
• Attendance history including current and projected vacation and sick balance view
• Add newly earned or renewed educational units, degrees, licenses, and certificated credentials
• Onboarding new hire paperwork complete and print
• Online resignation / retirement initiation
• Access to initiate a leave
• Organizational chart view with reporting structure
• View HR and Payroll program/plan/contact information

Manager Self-Service (ESS)

• Direct report employee personal and job information view
  o Job information
  o Compensation information
  o Non-recurring payments
  o Employment details
  o Attendance
  o Leave of absence
• Department organizational chart view and reporting structure
• Initiate position changes and employee actions
  o New hire/rehire
  o Transfers
  o Promotions
  o Reclassification
  o Job code changes
  o FTE increase or decrease
  o Terminations/retire
• Initiate and track progress of hiring requisitions;
• View screened applicants
• Onboarding view with status of candidates’ progress
• Time and Attendance access with time off request review and approval
• Workforce analytics, reports and dashboard review

Workflows and Forms

• Replace SFUSD HR forms and processes with efficient, paperless workflow enabled processes SFUSD expects the Implementation Consultant to provide best practices and recommendations to SFUSD for the configuration of workflows and processes
• The workflow capability will have ability to be linked with SFUSD email notification, Employee Self Service and Manager Self Service
• Establish a Catalog of Events and Business and Workflow Rules which inventories the Event name, description, business rules, workflow rules, and the designated department and owner name of the Event. Configure Events with the workflow rules
• In collaboration with SFUSD staff, conduct system and user acceptance testing to ensure accurate functionality as per specifications
• Establish a “Daily Stalled Workflow Requests Report”

Deliverables:

1. Catalog of Events and Business and Workflow Rules
2. Daily Stalled Workflow Requests Report
Security

SFUSD expects the new HCBM system to be configured with user, user groups, and role-based security permissions, as defined by SFUSD and with Implementation Consultant recommended industry best practices. SFUSD goals for security include providing access to data only as defined by user or role, the protection and security of data confidentiality, and simplicity with security administration.

The Implementation Consultant will meet with and collaborate with SFUSD to define security and access needs, and the Implementation Consultant will provide SFUSD with security configuration and administration best practices and recommendations with balancing automation and administrative efficiency with security strength and effectiveness in order to protect confidential data.

Prior to configuration, the Implementation Consultant will establish a Security Preparation Report which defines the following:

- Role definitions: A matrix with all permissions available in SuccessFactors on the vertical axis and your access roles on the horizontal.
- Group definitions: A list of all groups and how they are defined, and if named users, the full and up-to-date list of users assigned to the group.
- Role mapping: A full overview of the group assignments of your roles in the system.
- Plan for dynamic role assignments that add/remove people based on a combination of inputs.
- How roles/permissions can be propagated to outside systems.

In establishing role based security protocols in the system, the Implementation Consultant is expected to:

- Use standard roles (most generic roles)
- Avoid redundancy and overlap between roles
- Limit the number of roles and groups
- Naming conventions to keep the roles & groups unique

The Implementation Consultant is expected to define and configure system administration roles such as: System Administrator, Super Administrator, Security Administrator, and Administrator.

The Implementation Consultant is expected to provide best practices and recommendations to SFUSD with establishing role based permissions with defining groups, creating roles, and assigning the roles to the groups. The Implementation Consultant is responsible for the testing methodology and testing each permission role and group to ensure each role with permissions are granted as per SFUSD requirement.

The Implementation Consultant is expected to establish methodologies to ensure security permissions are accurately maintained; the Implementation Consultant will configure the “RBP Permission to User” report for auditing purposes.

The Implementation Consultant is expected to develop documentation and provide knowledge transfer throughout Security configuration to SFUSD staff to maintain and manage security profiles, configuration, and system access.

SFUSD desires to have single-sign integration via Active Directory. SFUSD will use SAP role based security to provide restricted access to specific screens, fields, transactions, reports, BI/BOBJ, and processes. Security profiles based on position, department, organization structure, employee groupings and employment status. Deliverables:

1. Security preparation report
2. Security documentation for Security Administration
Appendix A – Business Processes
A2. Position Management Processes
A3. Terminate Employee
A4. Manage Extended Calendar and PD Payment for Certificated Employees
A5. Employee Self Service Process Flows for Updating Personal Information
A6. Manage Concurrent Work Assignments
A7. Onboarding and Hiring Process Flows
A8. Leave of Absence Process Flows
A9. Annual Recommitment Process
A10. Manage Consolidations
A11. Manage Substitute Related Processes
A12. Transfer Process Discussion Document
A13. Appointment Type Discussion Document
A14. Manage Salary Table Updates
A15. Execute Annual Step Increases for Certificated Personnel
A16. Execute Step Increases for Classified Personnel
A17. Execute Step Increases for Paraprofessionals
A18. Request Time-Off Process for Positions that do not require substitutes
A19. Earnings types (extra pay) and how they are generated
A20. Extended Sick Pay and Sub Dock Requirements Document
A21. Manage Layoffs for Classified Staff
A22. Benefit Process Diagram
A23. Benefit Parameters and Process Steps
A24. T&A Proposal Presentation, T&A Proposal: Union Types & Employee Groups, and Variation in Overtime & Job Codes Presentation
A25. 3rd Party Reporting
A26. Garnishments
A27. On-cycle Workflow
A28. Validation
A29. Workers Compensation - Query Paycheck Adj
A30. Workers Compensation - RISK workflow
A31. Contract Pay 7a - Pay Increase Future_ Retro Date
A32. Contract Pay 7b - Retro-pay Increase _Decrease
A33. Contract Pay 1 - Standard
A34. Contract Pay 2a - Start on 1st Day
A35. Contract Pay 2b - Late Hire Start
A36. Contract Pay 3 - Early Term
A37. Contract Pay 5 - Start of Unpaid LOA
A38. Contract Pay 6 - Return from Unpaid LOA

Appendix B – Process Gaps
B1. List of up to date identified Product Gaps

Appendix C – Interfaces and Integration
C1. List of up to date identified Interfaces and Integrations
Appendix D – Reports
D1. Partial list of IT supported recurring data requests
D2. Sample of data requests from various audiences
D3. Partial list of current PeopleSoft Crystal Reports and SQR Reports

Appendix E – Miscellaneous Attachments
E1. HR Hiring Goals
E2. Desired Pay Cycle Change - Future State Proposal
E3. Commitment Accounting and SACS String
E4. SFUSD Job Boards
Appendix F – Organization / Professional Services Contractor Agreement

This Organization/Professional Services Contract ("Agreement" or "Contract") 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 ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

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

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

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

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at INSERT NAME OF SITE/DEPARTMENT

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

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

2. TERM; EFFECTIVE DATE. This Agreement shall become effective only upon approval in writing by the District’s Board of Education, proper execution by the parties and certification by the Chief Financial Officer as to the availability of funds. The term for these Services shall expire on INSERT LAST DAY OF SERVICE. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law.

3. COMPENSATION. Compensation to Contractor shall not exceed INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars (\$INSERT CONTRACT DOLLAR AMOUNT IN NUMBERS). The breakdown of costs and payment schedule associated with this Agreement are detailed in the attached APPENDIX B ("Schedule of Fees and Charges").
4. **AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION**
   a. This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. Charges will accrue only after prior written authorization is provided by the District’s Board of Education, proper execution of this Agreement by the parties, and certification by the Chief Financial Officer as to the availability of funds.
   b. The amount of the District’s obligation hereunder shall not at any time exceed the amount herein stated.
   c. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
   d. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
   e. This section controls against any and all other provisions of this Agreement.

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

6. **SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**
   Pursuant to Government Code §12650 et. seq., any person, including a contractor, subcontractor or a Contractor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim. A person who commits a false claim act shall also be liable to the District for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the District for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A person will be deemed to have submitted a false claim to the District if the person:
   a. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
   b. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
   c. conspires to defraud the District by getting a false claim allowed or paid by the District;
   d. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
   e. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
   f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
   g. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
   h. is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

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

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

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

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

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

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

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

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

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

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

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

17. NOTICES

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

NOTICE TO THE DISTRICT:

<table>
<thead>
<tr>
<th>SITE/DEPARTMENT</th>
<th>INSERT NAME OF SITE/DEPARTMENT</th>
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<tbody>
<tr>
<td>HEAD OF SITE/DEPARTMENT</td>
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<tr>
<td>CONTACT PERSON</td>
<td></td>
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<tr>
<td>STREET ADDRESS</td>
<td></td>
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<tr>
<td>CITY, STATE, ZIP</td>
<td>San Francisco, CA</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>(415)</td>
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<tr>
<td>EMAIL ADDRESS</td>
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NOTICE TO THE CONTRACTOR:

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<tr>
<th>CONTRACTOR NAME</th>
<th>INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR</th>
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<tr>
<td>CONTACT PERSON</td>
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<td>STREET ADDRESS</td>
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<td>CITY, STATE, ZIP</td>
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<td>TELEPHONE</td>
<td>( )</td>
</tr>
<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.

18. CRIMINAL BACKGROUND CHECK/SUBSEQUENT ARREST NOTIFICATION REQUIREMENTS FOR A CONTRACTOR WHO IS AN INDIVIDUAL

a. If Contractor will have more than limited contact with SFUSD students, Contractor will complete the attached APPENDIX D and submit to and pay for a Live Scan criminal background check and subsequent arrest notification through the California Department of Justice (CDOJ) and the Federal Bureau of Investigation. No Contractor who has been convicted of a serious or violent felony as described in California Education Code (“EC”) section 45125.1, a sexual offense as defined in EC 44010, or a controlled substance offense as defined in EC 44011, shall have contact with District students under this Agreement. This prohibition does not apply to a Contractor who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq, for a serious or violent felony listed under EC 45122.1.

b. Failure to clear the criminal background check when clearance is required will render this Agreement null and void, nullifying and voiding any rights of Contractor hereunder.

19. TUBERCULOSIS SCREENING REQUIREMENTS FOR A CONTRACTOR WHO IS AN INDIVIDUAL

a. The tuberculosis testing requirement applies only to a Contractor who will have frequent or prolonged contact with students under this Agreement.

b. Contractor shall keep on file a satisfactory physician’s clearance as verification of compliance with the tuberculosis testing requirement for owners/employees working with SFUSD students. Failure to obtain the required clearance shall constitute a default by Contractor and may result in termination of this Agreement. Information on the tuberculosis testing requirement and physician’s clearance documentation is provided in the attached APPENDIX E.

c. Contractor certifies 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 and District determines whether any such contact is permissible.

20. CALIFORNIA STATE TEACHERS RETIREMENT SERVICES - POSTRETIREMENT EARNINGS LIMIT

a. Contractor certifies that it is cognizant of regulations regarding Postretirement Earnings Limits applicable to retirees from California State Teachers Retirement Services (CAL STRS). Contractor 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. Contractor shall indemnify, defend (by counsel reasonably acceptable to the District) and hold harmless the District and its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from any failure to adhere to CAL STRS regulations applicable to retirees Postretirement Earnings Limit. (see APPENDIX F)
21. CONFLICT OF FINANCIAL INTEREST
   a. It shall be Contractor’s responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. It is the obligation of the Contractor to determine whether or not participation in a contract may constitute a conflict of interest. While the District staff maintains records regarding the award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District. The determination of the potential for a conflict must be made by the Contractor. Contractor is responsible to notify the District immediately if it finds that a potential conflict may exist.
   b. Contractor certifies that it will comply with conflict of interest laws and regulations, set-forth on Board of Education Policies and Procedures CONFLICT OF INTEREST CODE 9270 Adopted – September 27, 2016 and Appendix to the CONFLICT OF INTEREST CODE 9270 Adopted -March 6, 2018.
   c. Contractor certifies that it is familiar with the provisions of CONFLICT OF INTEREST CODE 9270 and Appendix 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. (A complete copy of Policies and Procedures CONFLICT OF INTEREST CODE 9270 and Appendix 9270 is attached as APPENDIX G.

22. NON DISCRIMINATION
The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor’s obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Contractor will provide to the District under this Agreement include the provision of services to students, Contractor further understands and agrees that, in providing such services to the District, Contractor shall adhere to Board Policy 6141, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. Contractor shall certify that it is Contractor’s policy that its programs, activities, and practices are free from discrimination and that it shall adhere to District policies, as further set-forth in APPENDIX H.

23. PROPRIETARY INFORMATION OF DISTRICT; STUDENT INFORMATION
   a. Contractor understands and agrees that, in connection with this Agreement, the Contractor may have access to proprietary and/or confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

   b. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act (“FERPA”) and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential. Contractor shall only access and use confidential student information for the performance of duties on behalf of SFUSD under this Agreement, prior written parent consent, or other provision of federal and state law permitting access to confidential student information. Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-
disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

c. Use of Confidential Student Data for Program Evaluation/Studies. If Contractor wishes to use confidential student data for purposes other than providing services to the District pursuant to this Agreement, such as for Contractor's own program evaluation or research studies, or any such evaluation by any third-party funder of Contractor, requires prior written approval by the District's Office of Research, Planning, and Accountability ("RPA"). Not every application for the use of confidential student data is approved by RPA due to resource limitations. If Contractor wishes to receive, gather or use confidential student data for purposes other than those authorized under this Agreement, then prior to receiving, gathering or using any confidential student data for such purposes, Contractor will complete and submit a Research Application to RPA and await approval or denial from RPA. If RPA approves Contractor's Research Application, Contractor must also execute a Data Use and Confidentiality Agreement ("DUA") with RPA. Only if the Contractor submits a Research Application to RPA that is approved by RPA, and Contractor then fully executes a DUA with RPA, may the Contractor receive, gather or use confidential student data for purposes other than providing services to the District pursuant to this Agreement, such as Contractor's own program evaluation or research studies, evaluation by any third-party funder of Contractor.

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

e. The confidentiality provisions of this Section shall survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS
a. Original copies of this Agreement shall be executed by the respective party’s authorized signatories.
b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

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

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

| Appendix A | Scope of Work or Services |
| Appendix B | Schedule of Fees and Charges |
| Appendix C | Insurance Requirements |
| Appendix D | Criminal Background Screening and Subsequent Arrest Disclosure |
| Appendix E | Tuberculosis Screening Requirements |
| Appendix F | Disclosure Regarding California STRS Retiree Employment |
41. **STUDENT CONTACT DISCLOSURE**

Will Contractor 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**, Contractor must comply with the requirements of Appendices D and F **prior** to Board ratification or approval.

**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 ________________.
INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: ________________________________

Authorized Signature

Chief Financial Officer

RECOMMENDED:

Information regarding Contractor:

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

Type of Business Entity:

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

APPROVED AS TO FORM:

BY: ________________________________

Signature of Site/Dept. Administrator

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

BY: ________________________________

Contracts Office
**TAXPAYER INFORMATION – W9**

**Request for Taxpayer Identification Number and Certification**

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

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<tbody>
<tr>
<td><strong>1.</strong> Name (As shown on your income tax return) <strong>Name is required on this line; do not leave this line blank.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong> Business name /disregarded entity name, if different from above</td>
<td>INSERT LEGAL/OFFICIAL NAME OF CONTRACTOR</td>
</tr>
<tr>
<td><strong>3.</strong> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:</td>
<td></td>
</tr>
<tr>
<td>□ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership □ Trust/estate</td>
<td></td>
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<tr>
<td>□ single-member LLC</td>
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<tr>
<td>□ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶</td>
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<tr>
<td>□ Other (see instructions) ▶</td>
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<tr>
<td><strong>4.</strong> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
<td></td>
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<tr>
<td>Exempt payee Code (if any)</td>
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<td>Exemption from FATCA reporting code (if any)</td>
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<td>(Applies to accounts maintained outside the U.S.)</td>
<td></td>
</tr>
<tr>
<td><strong>5.</strong> Address (number, street, and apt. or suite no.) See instructions.</td>
<td>Requester’s name and address (optional)</td>
</tr>
<tr>
<td><strong>6.</strong> City, state, and ZIP code</td>
<td></td>
</tr>
<tr>
<td><strong>7.</strong> List account number(s) here (optional)</td>
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</tbody>
</table>

### 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.

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<tbody>
<tr>
<td><strong>Social security number</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Employer identification number</strong></td>
<td></td>
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</tbody>
</table>

### 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, 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.

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

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

SCOPE OF WORK or SERVICES

Contractor agrees to provide the following services to the District:

Insert here a detailed Scope of Work. What services (in detail) are going to be provided, When will services begin and end, Where and How or How Many. Attachments will not be accepted; do not include Contractor’s written proposal;
APPENDIX B

SCHEDULE OF FEES AND CHARGES

CALCULATION OF CHARGES

Total Cost of the Agreement (Not to Exceed Amount) INSERT CONTRACT DOLLAR AMOUNT IN WORDS dollars ($INSERT CONTRACT DOLLAR AMOUNT IN NUMBERS).

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

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

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

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

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

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

**MINIMUM SCOPE OF INSURANCE:**

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

1. **Automobile Liability Insurance** — (If you are driving while providing the services of this contract.) With limits not less than One Million Dollars ($1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by Consultant through the District’s Contracts Office provided that Consultant will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver.

2. **Workers’ Compensation Insurance if Organization/Professional Liability Service Provider has employees.** The minimum as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. A waiver of the Workers’ Compensation insurance requirements may be requested by Contractor through the District’s Contracts Office provided that Contractor does not have any employees.

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

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

4. **Automobile Liability** Insurance with limits not less than One Million Dollars ($1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. A waiver of the Automobile liability insurance requirements may be requested by Consultant through the District’s Contracts Office provided that Consultant will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Consultant shall make in any such waiver.

5. **Workers’ Compensation** (This is required for any service provider that has employees, regardless of the cost of services under this Agreement): as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease.
   a. **Waiver of Subrogation:** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

6. **Professional Liability** (Errors and Omissions Insurance) (This is needed if the contractor holds a professional license that is regulated by the state) appropriate to the Contractor’s profession, with limits no less than One Million Dollars ($1,000,000.00) per occurrence or claim, Two Million Dollars ($2,000,000.00) aggregate.
   a. **Claims Made Policies (note –applicable only to professional liability, see below)**
   b. If any of the required policies provide claims-made coverage:
      
      I. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
      
      II. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
      
      III. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

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

**Notice of Cancellation**

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

**Self-Insured Retentions**

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

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

Verification of Coverage

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

Special Risks or Circumstances

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

--end--
APPENDIX D

Criminal Background Screening and Subsequent Arrest Disclosure

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the San Francisco Unified School District (“DISTRICT”) and the individual, company or contractor named (“Contractor”) for provision of Insert short (2-5) words describing services, ie. professional development, art/music lessons etc services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

☐ 1. REQUIREMENTS SATISFIED
   
   A. The Contractor hereby certifies to the DISTRICT’S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

   B. Contractor certifies that it has requested subsequent arrest notification for these individuals.

   --OR--

☐ 2. WAIVER JUSTIFICATION

   A. The Contractor qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.:

      The Contractor will have more than LIMITED CONTACT with students, but will be under the direct supervision of District personnel when in contact with students.

By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate. I understand that it is the Contractor’s sole responsibility to comply with the DOJ fingerprint and criminal background investigation requirements and maintain compliance throughout the duration of Contractor provided services. I further certify that Contractor’s Originating Agency Identifier (ORI) code shall be maintained for receipt of subsequent arrest notifications for the duration of the Agreement. Evidence of compliance with these requirements shall be available to the District upon request or audit.
APPENDIX E

TUBERCULOSIS SCREENING REQUIREMENTS

California law requires that school consultants working with students be free of infectious tuberculosis (TB).

FOR INDIVIDUALS:

Contractor shall submit via email a copy of the TB clearance certification to the Contract Office.

FOR ORGANIZATIONS:

If Contractor, its employees and/or subcontractors (“Contractor Parties”) shall or may be on a District school site and have contact with District students three or more times per month during the term of this Agreement, then Contractor shall at all times during the duration of the Agreement maintain compliance with the tuberculosis (“TB”) certification requirements as set forth below.

Contractor shall maintain on file documents confirming that Contractor Parties received a TB test or TB assessment that complies with the requirements of California Education Code section 49406. These documents shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit. Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements.
certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

All costs to comply with the TB certification requirements are the Contractor’s responsibility.

Contractor shall indemnify, 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.

--end--
APPENDIX F

DISCLOSURE REGARDING CALIFORNIA STRS RETIREE EMPLOYMENT

Is the Contractor, Contractor’s owners, Contractor’s employees (retained under this contract owners) ALSO retirees from California State Teachers Retirement Services (CAL STRS)? (Check “Yes” or “No” as applicable.)

☐ NO. None of Contractor’s employees (or owners) are retirees from CAL STRS

☐ YES. Contractor’s employees (or owners) listed in the table below are retirees from CAL STRS.

By checking YES, I am also certifying that I have informed the employees/owners listed in the table immediately below that the CAL STRS Postretirement Earnings Limit for FY 2019-2020 is $46,451. (Per California Education Code Sections 22714, 24114, 24116, 24214, 24214.5 and 24215.) (List may be continued on added page as needed.)

List all Contractor’s owners, Contractor’s employees (retained under this contract owners) who are retirees from California State Teachers Retirement Services (CAL STRS). (Add additional lines as needed)

<table>
<thead>
<tr>
<th>NAME Contractor’s employees (or owners) who are retirees from CAL STRS.</th>
<th>DATE on which such individual retired under CAL STRS</th>
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Certification by Contractor:

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

---end---
APPENDIX G

CONFLICT OF INTEREST CODE 9270; APPENDIX 9270

Section 9000 Board Rules and Procedures
Conflict of Interest Code 9270
Status- Active
Adopted –September 27, 2016

San Francisco Unified School District and County Office of Education
Board Rule and Procedure 9270
Conflict of Interest

This Rule and Procedure applies to the San Francisco Unified School District and the County Office of Education.

Introduction

The Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the District and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

In addition to the restrictions imposed by State law, Board members and the Superintendent are also subject to a number of local restrictions designed to prevent conflicts between the officials’ outside activities and public duties. These restrictions are codified in the City and County of San Francisco Campaign & Governmental Conduct Code (“SF C&GC”) Section 3.200 et seq.

(cf. 9005 - Governance Standards)

The Board shall review and adopt this Rule and Procedure each year at its annual organizational meeting. The Executive Assistant to the Board of Education shall ensure that each Board member receives a copy of this Rule and Procedure.

Conflict of Interest Code
The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the District's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the Board shall review the District's conflict of interest code and submit any changes to the code reviewing body. (Government Code 82011, 87303)

When a change in the District's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the District's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the District's conflict of interest code. A Board member who leaves office or a designated employee who leaves District employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or District employment. (Government Code 87302, 87500)

(cf. 4117.2/4217.2/4317.2 - Resignation)
(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

1. Disqualifying Conflict of Interest
   A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

   A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the District to any course of action, or enters into any contractual agreement on behalf of the District. (2 CCR 18702.1)

   A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying
conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1

2. Rule of Necessity or Legally Required Participation
   On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Conflict of Interest under Government Code Section 1090

Board members, employees, or District consultants shall not be financially interested in any contract made by the Board on behalf of the District, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the District is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

1. Noninterest of a Board Member
   A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5. (See also SF C&GC for additional restrictions.)

2. Remote Interest of a Board Member
   A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

3. Personnel Matters Affecting Relatives of Board Members
   Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

   A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine against Conflict of Interest
A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

**Gifts**

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when:

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States; or
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

**Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)
The term honorarium does not include: (a) earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches; or (b) any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction from income for tax purposes. (Government Code 89501)

City and County of San Francisco Government Ethics Ordinance

Board members and the Superintendent are subject to a number of local restrictions which are codified in the City and County of San Francisco Campaign & Governmental Conduct Code Section 3.200 et seq.

1. **Prohibition on Compensated Advocacy**
   
   Board members and the Superintendent are prohibited from representing, for compensation, anyone other than the District before any other Board member or District employee. The prohibition does not apply to a Board member acting on behalf of a business, union or organization of which the officer is a member or full-time employee; or to an officer acting in his or her capacity as a licensed attorney in communications with the City lawyers or representatives. (SF C&CG Section 3.224)

2. **Prohibition on Contracting with Local Agencies**
   
   Board members are prohibited from contracting with the City, the District, the Housing Authority, or the Community College District. This provision applies to any contract or subcontract of $10,000 or more. This prohibition does not apply to contracts or subcontracts with nonprofit organizations, to contracts or subcontracts existing at the time of appointment, or to agreements to provide goods or services to the City at substantially below fair market value.
   
   The prohibition also does not apply to contracts or subcontracts with business entities for which a City officer works unless the officer exercises management and control over the business. (SF C&GC Section 3.222)

3. **Prohibition on Disclosing or Using Confidential Information**
   
   Board members and the Superintendent are prohibited from disclosing or using for personal gain any confidential information concerning the District. Confidential information means information that at the time of use or disclosure was not subject to disclosure under the California Public Records Act. (SF C&GC Section 3.228)

4. **Appointments and Nominations**
   
   Board members are prohibited from soliciting or accepting any money or other valuable thing in exchange for nomination or appointment to any position of employment, promotion, or for other favorable employment action in the District. (SF C&GC Section 3.208)

5. **Prohibition on Voting on Own Character or Conduct**
   
   Board members and the Superintendent are prohibited from knowingly voting on or in any way attempting to influence a governmental decision involving their own character or conduct, or their appointment to any office,
position, or employment. This section does not prohibit an individual from responding to allegations or inquiries, applying for a position, or participating in the decision of the Board to choose a president or other officer. (SF C&GC Section 3.210)

6. **Decisions Involving Family Members**
   Board members and the Superintendent are prohibited from making, participating in making, or seeking to influence a District decision regarding an employment action involving a relative. (SF C&GC Section 3.212)

7. **Disclosure of Personal, Professional and Business Relationships**
   Board members shall disclose on the public record any personal, professional, or business relationship with any individual who is the subject of, or has an ownership or financial interest in, the subject of a governmental decision being made by the Board. This disclosure requirement applies only if, as a result of the relationship, the ability of the Board member to act for the benefit of the public could reasonably be questioned. Disclosure on the public record means inclusion in the minutes of a public meeting, or if the decision is not being made at a public meeting, recorded in a memorandum kept on file at the District. (SF C&GC Section 3.214)

8. **Receipt of Benefits for Referrals and Requiring Particular Contractors**
   Board members and the Superintendent are prohibited from receiving anything of value from anyone other than the District for referring a member of the public to another person or entity for any advice, service or product related to the processes of the District. Board members and the Superintendent are also prohibited from conditioning any governmental action on a member of the public hiring, employing or contracting with any specific person or entity. (SF C&GC Section 3.226)

9. **Limitations on Gifts**
   In addition to the Political Reform Act’s requirements, local law imposes additional gift restrictions as set forth below.

   a. **Prohibition on bribery**: Board members and the Superintendent shall not accept any gift intended to influence them in the performance of any official act. (SF C&GC Section 3.216(a))

   b. **Limits on gifts from a restricted source**: No Board member or the Superintendent may solicit or accept any gift from a person who they know or have reason to know is a restricted source. A restricted source is any person or entity that is contracting or seeking to contract with the District, or that has attempted to influence the Board member or the Superintendent in the previous 12 months. (SF C&GC Section 3.216(b))

   **Exceptions to Limitations on Gifts**
   There are several exceptions to the prohibition on receiving gifts from restricted sources. (See SF Regulation 3.216(b)-5 Gifts from Restricted Sources—Exemptions, for a complete description of exceptions.) Gifts may be accepted under the following circumstances even though they come from restricted sources:
• Voluntary gifts, other than cash, with an aggregate value of $25 or less per occasion, up to four times during a calendar year.
• Voluntary gifts of food and drink to be shared in the office among Board members and employees.
• Free attendance at a widely attended conference appropriate to the Board member’s or Superintendent’s official duties.

c. Gifts from subordinates
Board members and the Superintendent are prohibited from soliciting or accepting anything of value from any subordinate, or employee or from any candidate or applicant for a position as an employee or subordinate under him or her. There are several exceptions to this rule, including gifts worth $25 or less on occasions when gifts are traditionally given, gifts associated with personal hospitality, and gifts given in recognition of an occasion of special personal significance. (See San Francisco Regulation 3.216(c)-1 Gifts from Subordinates for a complete description of exceptions.)

10. Restrictions on Use of District Resources and Political Activity
Board members shall not use district funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including any candidate for election to the Governing Board. This restriction includes the following prohibited conduct:

• Using district equipment for the preparation or reproduction of political campaign materials, even if the district is reimbursed;
• Posting or distributing political campaign materials on district property; and
• Disseminating political campaign materials through the district's mail service, e-mail or staff mailboxes. (Education Code 7054)

Board members and the Superintendent shall not directly or indirectly solicit political contributions from other Board members, employees of the District or from persons on employment lists of the District, unless the solicitation is part of a solicitation made to a significant segment of the public. (SF C&GC Section 3.230)

11. Incompatible Offices and Activities
Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the District. (Government Code 1099, 1126) (See also Board Policy 4036 Incompatible Activities for language applicable to District employees.)

In accordance with the Campaign and Governmental Conduct Code, Board members shall not be subjected to discipline unless he or she has been provided an opportunity to demonstrate that his or her activity is not in fact inconsistent, incompatible or in conflict with the duties of a Board member.

12. Post-Employment Restrictions
a. Permanent Ban on Switching Sides
Board members and the Superintendent may not act as an agent, attorney or otherwise represent any other person, other than the District, before any court or administrative agency in connection with a particular matter if all of the following conditions are present:

• the District is a party or has a direct and substantial interest in the matter;
• the former Board member or Superintendent participated personally and substantially in their capacity as a Board member or District employee in the matter; and
• the matter involved a specific part or parties at the time of the Board member’s or Superintendent’s participation.
This prohibition includes a prohibition on aiding, advising, counseling, consulting or assisting another person (other than the District) in any proceeding in which the Board member or employee would be precluded from participating personally.

b. One Year Ban on Communication with the District with Intent to Influence
Board members and the Superintendent are prohibited for one year after terminating their service from the District, with an intent to influence a government decision, communicating orally, in writing, or in any other manner on behalf of any other person (except the District) with any officer or employee of the District. The San Francisco Ethics Commission may grant a waiver with regard to either of the above restrictions.

c. Future Employment Restrictions
   i. One Year Ban on Employment with Certain District Contractors
      Board members and the Superintendent are prohibited from being employed by or otherwise receiving compensation from any person or entity that entered into a contract with the District in the previous 12 months, where the Board member or Superintendent personally and substantially participated in the award of the contract.

      The San Francisco Ethics Commission may waive this prohibition if the Commission determines that imposing the restriction would cause extreme hardship for the Board member or Superintendent.

   ii. Decisions Affecting Future Employment
      Board members and the Superintendent are prohibited from making, participating in making, or seeking to influence, government decisions affecting a person or entity with whom the board member or Superintendent is discussing or negotiating future employment.

Obligations of Board Members and Employees

Board members and all District employees shall cooperate in investigations of any alleged violations of this Board Rule and Procedure. District employees and Board members may not provide false or fraudulent evidence, documents, or information or conceal any information that is material to an investigation.

No Board member or District employee may knowingly and intentionally provide assistance or otherwise aid and abet any person in violating this Rule and Procedure.

Interpretation of Board Rule and Procedure - Effect of Law or Regulation
This Board Rule and Procedure is intended to be reflective of applicable State and Local conflict of interest laws and regulations. In the event of any conflict between this Board Rule and Procedure any such law or regulation, as may be amended from time to time, such law or regulation shall control.

Legal Reference:

EDUCATION CODE
1006 Qualifications for holding office
35107 School district employees
35230-35240 Corrupt practices, especially:
35233 Prohibitions applicable to members of governing boards
41000-41003 Moneys received by school districts

FAMILY CODE
297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
81000-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87314 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
91000-91014 Enforcement

SAN FRANCISCO CAMPAIGN AND GOVERNMENTAL CONDUCT CODE
Article I. Election Campaigns
Article II. Lobbying
Article III. Conduct of Government Officials and Employees
Article IV. Protection of Whistleblowers

PENAL CODE
85-88 Bribes

CODE OF REGULATIONS, TITLE 2
18110-18997 Regulations of the Fair Political Practices Commission, especially:
18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

ATTORNEY GENERAL OPINIONS

Management Resources:
CSBA PUBLICATIONS
Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS
Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES
CSBA:  http://www.csba.org
Please note that compare references, or “cf”, refer to CSBA model policies and do not necessarily indicate that the San Francisco Unified School District has adopted the referenced policy.

Board of Education Policies Section 9000 Board Rules and Procedures
Appendix to Conflict of Interest Code
9270 (Appendix)
Status- Active
Adopted -March 6, 2018

APPENDIX
To the Conflict of Interest Code of the
San Francisco Unified School District and County Office of Education

This Appendix applies to the San Francisco Unified School District and the County Office of Education.

Disclosure Categories

1. Category 1
   A person designated Category 1 shall disclose:
   a. Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries, or of any land owned or used by the District.
   b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the District, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the District, or manufacture or sell supplies, books, machinery, or equipment of the type used by the District.

2. Category 2
   A person designated Category 2 shall disclose:
a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

**Designated Positions and Disclosure Category**

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Analyst – Bond Program</td>
<td>2</td>
</tr>
<tr>
<td>Architectural Associate I &amp; 2 – Design and Construction</td>
<td>2</td>
</tr>
<tr>
<td>Assistant Superintendent</td>
<td>2</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>2</td>
</tr>
<tr>
<td>Chief (All Departments)</td>
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<tr>
<td>Consultant</td>
<td>2</td>
</tr>
<tr>
<td>Contract Compliance Officer</td>
<td>2</td>
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<tr>
<td>Deputy Superintendent</td>
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</tr>
<tr>
<td>Director (All Departments)</td>
<td>2</td>
</tr>
<tr>
<td>Educational Policy Analyst (All Departments)</td>
<td>2</td>
</tr>
<tr>
<td>Executive Director (All Departments)</td>
<td>2</td>
</tr>
<tr>
<td>Executive Director – Budget</td>
<td>1</td>
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<tr>
<td>Health Program Coordinator III – School Health Programs</td>
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</tr>
<tr>
<td>Manager I, II, &amp; III (All Departments)</td>
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<tr>
<td>Manager – Bond Program</td>
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<tr>
<td>Manager – KALW</td>
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<tr>
<td>Member, Board of Education</td>
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<tr>
<td>Program Administrator (All Departments)</td>
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<tr>
<td>Project Manager I, II &amp; III (All Departments)</td>
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<tr>
<td>Purchaser</td>
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<tr>
<td>School Facilities Planner</td>
<td>2</td>
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<tr>
<td>School Principal</td>
<td>2</td>
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<tr>
<td>Senior Attorney Civil and Criminal</td>
<td>1</td>
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<tr>
<td>Senior Management Assistant – Real Estate and Auxiliary Services</td>
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<tr>
<td>Position</td>
<td>Level</td>
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<td>---------------------------------------------------</td>
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<tr>
<td>Site Manager – Child Development Center</td>
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<tr>
<td>Special Assistant X</td>
<td>2</td>
</tr>
<tr>
<td>Special Assistant XIII – Athletic Office</td>
<td>2</td>
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<tr>
<td>Special Assistant XVI – State Funds</td>
<td>2</td>
</tr>
<tr>
<td>Special Assistant XVII – Research, Planning and Accountability</td>
<td>2</td>
</tr>
<tr>
<td>Special Assistant XIX – Director of Fiscal Services</td>
<td>1</td>
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<tr>
<td>Superintendent</td>
<td>1</td>
</tr>
<tr>
<td>Supervisor I, II, &amp; III (All Departments)</td>
<td>2</td>
</tr>
</tbody>
</table>

**Disclosures for Consultants**

Consultants must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant must disclose a financial interest under this conflict of interest code if the consultant, pursuant to a contract with the District, makes a governmental decision whether to do any of the following: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the District to enter into, modify, or renew a contract that requires District approval;
5. Grant District approval to a contract that requires District approval and in which the District is a party, or to the specifications for such a contract;
6. Grant District approval to a plan, design, report, study, or similar item; or
7. Adopt or grant District approval of District policies, standards, or guidelines.

A consultant must also disclose a financial interest under this conflict of interest code if the consultant, pursuant to a contract with the District, serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in 2 CCR 18702, subsections (a) and (b), or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code. (2 CCR 18700.3)
APPENDIX H

NON DISCRIMINATION OBLIGATIONS; BOARD POLICY 0410; BOARD POLICY 6141

The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing services to the District, it is Contractor's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services Contractor will provide to the District under this Agreement include the provision of services to students, Contractor further understands and agrees that, in providing such services to the District, Contractor shall adhere to Board Policy 6141, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. In the event that controversial issues are discussed or presented during the course and scope of Contractor's services under this Agreement, Contractor agrees topics shall be relevant to the student activity and shall be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view. Contractor further understands and agrees that it will not disseminate to students any information, in any form, which reflects adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Contractor represents and affirms that it is Contractor's policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

San Francisco Unified School District and County Office of Education

BOARD POLICY 0410

Nondiscrimination in District Programs and Activities

This Board Policy applies to the San Francisco Unified School District and the County Office of Education.

The Board of Education is committed to providing equal opportunity for all individuals in SFUSD programs and activities. District programs, activities, and practices shall be free from unlawful discrimination based on race, color,
ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender 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.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145 - Extracurricular and Curricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of District and school services. Personally identifiable information collected in the implementation of any District program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the District shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)
Organizations, associations and independent contracts providing educational programs, activities and services to the District must have the same non-discrimination policy.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent shall ensure that every District contract includes an equal opportunity clause. The equal opportunity clause requires the contractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Annually, the Superintendent or designee shall review District programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing District programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf.1330 - Use of Facilities)

All allegations of unlawful discrimination in District programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures

(cf.1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the District's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the District. The notification shall also be posted on the District's web site and social media and in District schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The District's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing District facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the District provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to District and school web sites, note takers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Office of Equity is responsible for coordinating the District's response to complaints and for complying with state federal civil rights laws is hereby designated as the District's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to District programs, services, activities, or facilities. All employee-related ADA complaints are subject to Board Policy 4030 and should be referred to the individual identified in that policy.
Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
51007 Legislative intent: state policy

GOVERNMENT CODE
11000 Definitions
11135 Nondiscrimination in programs or activities funded by state
11138 Rules and regulations
12900-12996 Fair Employment and Housing Act
54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans
6312 Local education agency plans

UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013
Safe Schools: Strategies for Board of Educations to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, January 1999
Protecting Students from Harassment and Hate Crime, January 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
2010 ADA Standards for Accessible Design, September 2010

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Safe Schools Coalition: http://www.casafeschools.org
Pacific ADA Center: http://www.adapacific.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: http://www.ada.gov

Please note that compare references, or “cf”, refer to CSBA model policies and do not necessarily indicate that the San Francisco Unified School District has adopted the referenced policy.

Cross References
Second Reading: October 9, 2018
Rules Committee: October 3, 2018
First Reading: September 25, 2018
Revision Approved by Board: October 13, 2015
BOARD POLICY 6141

Curriculum Development and Evaluation

This Board Policy applies to the San Francisco Unified School District and the County Office of Education.

The Board of Education desires to provide a research-based, sequential curriculum which promotes high levels of student achievement and emphasizes the development of basic skills, problem solving, and decision making. Upon recommendation of the Superintendent or designee, the Board shall adopt a written district curriculum which describes, for each subject area and grade level, the content objectives which are to be taught in all district schools.

(cf. 6000 - Concepts and Roles)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.3 - Civic Education)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.5 - Environmental Education)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6142.7 - Physical Education)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6143 - Courses of Study)
(cf. 6178 - Career Technical Education)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 9000 - Role of the Board)
The district's curriculum shall be aligned with the district's vision and goals for student learning, Board policies, academic content standards, state curriculum frameworks, state and district assessments, graduation requirements, school and district improvement plans, and, when necessary, related legal requirements.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0420 - School Plans/Site Councils)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)
(cf. 0520.4 - Quality Education Investment Schools)
(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)
(cf. 6171 - Title I Programs)
(cf. 9310 - Board Policies)

The Board of Education 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. Curriculum including such topics shall be relevant to the adopted course of study and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.3 - Civic Education)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6143 - Courses of Study)

District curriculum 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.
The Superintendent or designee shall establish a process for curriculum development, selection, and/or adaptation which utilizes the professional expertise of teachers, principals, and district administrators representing various grade levels, disciplines, special programs, and categories of students as appropriate. The process also may provide opportunities for input from students, parents/guardians, representatives of local businesses and postsecondary institutions, and other community members.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1700 - Relations between Private Industry and the Schools)

The selection and evaluation of instructional materials shall be coordinated with the curriculum development and evaluation process.

(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6163.1 - Library Media Centers)

When presenting a recommended curriculum for adoption, the Superintendent or designee shall provide research, data, or other evidence demonstrating the proven effectiveness of the proposed curriculum. He/she also shall present information about the resources that would be necessary to successfully implement the curriculum and describe any modifications or supplementary services that would be needed to make the curriculum accessible to all students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3100 - Budget)
(cf. 4131 - Staff Development)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 6141.5 - Advanced Placement)
(cf. 6159 - Individualized Education Program)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Language Learners)
(cf. 6179 - Supplemental Instruction)

The Board shall establish a review cycle for regularly evaluating the district's curriculum in order to ensure continued alignment with state and district goals for student achievement. At a minimum, these reviews shall be conducted
whenever the State Board of Education adopts new or revised content standards or the curriculum framework for a particular subject or when new law requires a change or addition to the curriculum.

In addition, the Board may require a review of the curriculum in one or more subject areas as needed in response to student assessment results; feedback from teachers, administrators, or parent/guardians; new research on program effectiveness; or changing student needs.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:
EDUCATION CODE
221.5 Equal opportunity
35160 Authority of Board of Educations
35160.1 Broad authority of school districts
51050-51057 Enforcement of courses of study
51200-51263 Required courses of study
51500-51540 Prohibited instruction
51720-51879.9 Authorized classes and courses of instruction
60000-60424 Instructional materials
GOVERNMENT CODE
3543.2 Scope of representation
CODE OF REGULATIONS, TITLE 5
4000-4091 School improvement programs
4400-4426 Improvement of elementary and secondary education

Management Resources:
CSBA PUBLICATIONS
Maximizing School Board Leadership: Curriculum, 1996
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Content Standards for California Public Schools: Kindergarten Through Grade 12
Curriculum Frameworks for California Public Schools: Kindergarten Through Grade 12
WEB SITES
CSBA: http://www.csba.org
Association for Supervision and Curriculum Development: http://www.ascd.org
Association of California School Administrators: http://www.acsa.org
California Association for Supervision and Curriculum Development: http://www.cascd.org
California Department of Education, Curriculum and Instruction: http://www.cde.ca.gov/ci

Policy SAN FRANCISCO UNIFIED SCHOOL DISTRICT
adopted: October 13, 2015  San Francisco, California

Please note that compare references, or “cf”, refer to CSBA model policies and do not necessarily indicate that the San Francisco Unified School District has adopted the referenced policy.

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